

# ANNUAL REPORT

OF THE

## STATE BOARD OF ARBITRATION AND CONCILIATION

FOR THE YEAR ENDING DECEMBER 31, 1900.

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WARREN A. REED, Chairman.  
RICHARD P. BARRY.  
CHARLES DANA PALMER.

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BERNARD F. SUPPLE, Clerk,  
Room 128, State House, Boston.





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## FIFTEENTH ANNUAL REPORT.

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*To the Senate and House of Representatives in General Court assembled.*

It has been the custom of the Board during the fourteen years of its existence to submit, as its annual report, a concise statement, in narrative form, of the facts in each controversy which has engaged its attention during the preceding year. We see no reason for change in this respect. No other form of report would be likely to furnish a better record of the actual work done by the Board or illustrate more clearly its scope and methods. And yet, when these details have been recounted, there seems something still left to say. The interest of the public in industrial conciliation and arbitration is increasing. The subject is, perhaps, as important as any of those occupying the minds of the people to-day. It may not be amiss, therefore, if suggestions that have occurred to the Board while attending to its duties are added to the reports of cases.

Considering the comparatively short time that has elapsed since the question of an amicable settlement of industrial troubles has been before the community, its solution has made satisfactory, even remarkable, progress. Although strikes took place in this country even in the eighteenth century, and for many years prior to 1877 were not uncommon, still, the latter date, when the first great historic strike occurred, may be said to mark the beginning of the

public attention to the subject. During the last quarter of a century our people have been getting acquainted with the problem. The fear and timidity of a large part of the community who saw a Robespierre or a Marat in every labor leader have largely given place to a feeling of confidence that in these questions the American people will use that reason and good sense which have stood them in good stead so often before. Twenty-five years is a short period in which to bring forward a social question of such magnitude as this, and to place it fairly and fully before the public at large. And yet it appears to be true that the public is fully awakened on this subject and is rapidly advancing towards steps for its solution. It is not advancing, however, as rapidly as it would wish. Impatient of waiting, now that the problem has been enunciated, it would reach the end of the matter in one step. Some ready-made plan is hoped for which will settle the whole question; some formula, which will bring the correct answer every time. Notwithstanding its eagerness, however, it is not improbable that the community will need to exercise a large amount of patience before it has its riddle read. Such questions as these have an exasperating way of taking their own time for a solution.

The truth is, a good many different interests will have to be harmonized before we can go very deep into this subject. Whether the public has any rights or duties in the matter of an equitable solution of the labor problem, and, if so, what is their nature and extent? What are the rights of organized labor, unorganized labor and organized capital? When are combinations lawful and when are they conspiracies? All these questions must be worked out in a spirit of fairness and definitely settled. It is not to be

expected that interests so different should be composed except under the influence of time. Plans for settling industrial difficulties are not few, but those which commend themselves most to thinkers may be divided into two classes: on the one hand, those in which the public undertakes a part, either indirectly by moral influence, called public opinion, or directly by requiring a submission of irreconcilable differences to some tribunal having a power to enforce its decision; or, on the other hand, those in which the public has no part, or, as it is sometimes put, is not allowed to interfere, and in which all questions are settled by employer and employee among themselves, in such manner as may be mutually agreed upon.

The right of the public to appear in the contest is as stoutly claimed on one side as it is denied on the other, and it is not impossible that this question will press itself forward for solution even more in the future than it has in the past.

As a moral factor, public opinion is likely to enter into the settlement of the economic questions in a large degree in the future, and perhaps may so mould the conceptions of both the employer and employee that a much easier solution than we can now see may become possible. It is not to be expected that schemes will be wanting where the necessity for results has become so apparent, and, indeed, it is to the credit of any person or body of persons that they are sufficiently interested in the subject honestly to bring forward plans for the settlement of these vexed questions. In examining each, it should be remembered that the subject is in its experimental stage, and that we cannot afford to dogmatize. Toleration of the views of all who desire to assist in solving the problem is much to be commended.



An examination of the cases that have occupied the attention of the Board during the past year will show an unmistakable trend toward conciliation rather than arbitration as a means of settling disputes. Arbitration, at present, lags behind conciliation as a factor in composing labor troubles. The prevailing opinion regarding the former seems to be that it is an excellent thing in all quarrels but one's own. Conciliatory methods, by which the parties retain control of the proceedings, instead of submitting the issue to a third person, are of highest importance and deserve careful study. The evident tendency of the parties to labor difficulties to enter into conference concerning the causes of dispute is the distinguishing characteristic of the present stage of the labor problem. It is the part of the mediator to make the most of this tendency. Here is a distinct step in advance of the belligerent attitude. When men will reason together, they are already well advanced toward a peaceful solution of their differences. A large part of the trouble in the labor world is caused by misunderstanding, suspicion, lack of confidence, and an inability to see the other side. In such cases conferences, entered into in a proper spirit, are remarkably successful.

The value of conciliatory methods of treatment is becoming better understood than it used to be, and it seems clear that they are susceptible of still more satisfactory development.

Mediation looking to bring about a conference between parties who are not inclined to reason together is the first action of the Board in most cases, and is often all that is needed.

It has been the practice of the Board to recommend a settlement by direct negotiation, when possible. In many



instances such advice has been responded to with signal success.

It is in this class of cases, more than in any other, that the community, by enlightened public opinion, can assist in bringing about industrial peace. Whatever method is employed that tends to substitute reason for passion and force should have the sympathy of the community. Public opinion is a factor in labor troubles of ever-increasing importance, and to the extent of asking men to reason together about labor difficulties should let its voice be heard. Progress along the same line is indicated by the tendency of employers and employees to enter into joint trade agreements. We have had occasion in previous reports to commend the wisdom of the policy of prevention of trouble in the labor world by anticipatory agreements. It is gratifying to note that the disposition to favor such agreements continues, and that they are becoming common.

The recent conference of the National Civic Federation in Chicago deserves mention, as marking an era in the history of this subject. This association has put the whole country in its debt by bringing the subject of conciliation and arbitration to the front, and has shown the value of full, free and honest interchange of opinion. It is to be hoped that its successful beginning will lead the way to other similar conferences.

In arbitration cases, the provision relating to expert assistants continues to show itself to be a most wise and useful adjunct to the original law. In such cases, each side may nominate, and the Board may appoint, a person to act as expert assistant to the Board. The two persons so appointed must be skilful in and conversant with the business concerning which the dispute has arisen. It is their duty

to obtain and report to the Board information concerning wages paid and the methods and grades of work prevailing in manufacturing establishments within the Commonwealth of a character similar to that in which the dispute may have arisen; to attend the sessions of the Board when required; and to submit to the Board any facts, advice, arguments or suggestions, which they may think relevant. Such assistants are able to point out and elucidate the mysteries of every art, and to lay bare the issues in every controversy.

In all cases during the past nine years, since the law has provided for their appointment, the Board has been fortunate in the choice of expert assistants who have been able to make clear the technicalities involved in questions submitted to it.

In the last annual report reference was made to the fact that the Board had sent to the department of social economy of the Paris Exposition of 1900 an exhibit calculated to show its work and methods. We are pleased to say that the exhibit received the grand prize or highest award in its class. It is a matter of satisfaction that the work of the Board during its first thirteen years should receive, in competition with all nations, this marked approval of a jury of experts in the department of industrial relations.

On July 1 the commission of Mr. Walcott expired by limitation, and on September 10 he was succeeded by Warren A. Reed of Brockton.

During the past year the Board mediated in 54 difficulties in the following counties: —

Berkshire, . . . 1	Hampden, . . . 4	Plymouth, . . . 4
Bristol, . . . 5	Middlesex, . . . 12	Suffolk, . . . 17
Essex, . . . 6	Norfolk, . . . 2	Worcester, . . . 3

And 19 industries were involved, as follows: —

Matters in Dispute.	Industry.	Settled by —
2, higher wages, . . . .	Shoe, 11, . . . .	Agreement, . . . . 7 Hiring new hands, 2 Arbitration, . . . . 2
2, lower wages, . . . .		
3, price lists, . . . .		
1, terms of agreement, . .		
1, fair amount of product, .		
1, care of clothes, . . . .		
1, retention of foreman, . .	Textile, 11, . . . .	Hiring new hands, 4 Strikers' return, . . 4 Compromise, . . . . 3
3, higher wages, . . . .		
3, rate for overtime, . . .		
2, fair amount of product, .		
1, terms of agreement, . .		
1, unpaid loss of time, . .		
1, membership in union, . .	Machine, 6, . . . .	Hiring new hands, 3 Strikers' return, . . 3
2, higher wages, . . . .		
3, nine-hour day, . . . .		
1, membership in union, . .	Steamfitting, 4, . . . .	Discharge of the non-union men, . . 2 ( <i>Pending</i> ), . . . . 2
2, retaining non-union men, .		
1, terms of agreement, . .		
1, revision of agreement, . .	Leather, 4, . . . .	Compromise, . . . . 4
4, higher wages, . . . .	Iron building, 2, . . . .	Granting demand, . . 1 Compromise, . . . . 1
2, higher wages, . . . .		
1, right to discharge, . . .	Engineer, 2, . . . .	Waiver, . . . . . 1 Granting demand, . . 1
1, wages and hours, . . . .		
1, non-union plumbers, . . .	Carpenter, 2, . . . .	Joining a union, . . 1 ( <i>Pending</i> ), . . . . 1
1, higher wages, . . . .		
2, higher wages, . . . .	Iron foundry, 2, . . . .	Hiring new hands, 1 ( <i>Pending</i> ), . . . . 1
1, concerning engineers, . .		
1, retention of foreman, . .	Firemen, . . . .	Engineers' return, . . 1
1, alleged unfairness, . . .	Boiler making, . . . .	Agreement, . . . . 1
1, higher wages, . . . .	Salesmen, . . . .	( <i>Pending</i> ), . . . . 1
1, higher wages, . . . .	Cigar, . . . .	Annulling strike, . . 1
1, eight-hour day, . . . .	Granite, . . . .	Granting demand, . . 1
1, reduced wages, . . . .	Laborers, . . . .	Strikers' return, . . 1
1, higher wages, . . . .	Painters, . . . .	Granting demand, . . 1
1, wages, revision of list, . .	Printers, . . . .	Granting both, . . . 1
1, recognition of union, . .	Clothing, . . . .	Hiring new hands, 1
1, higher wages, . . . .	Upholstering, . . . .	Granting demand, . . 1

Agreement relative to adjustment through negotiation has, in many factories, prevented differences, or retarded

their growth into serious disputes, and lessened the number of difficulties that attract the attention of the public. Such difficulties, having been referred to the Board, and those in other quarters where amicable relations have been tacitly preserved, are classed as "friendly controversies." The speedy collapse of some strikes is as silent as their onset was startling; others are maintained in theory after they have ceased to obstruct business. Such results appear below as "vanished."

The cases of the past year fall into three groups at each of the three stages following:—

In respect of origin:—		Number.	Per Cent.
Strikes, . . . . .		40	74.1—
Lockouts, . . . . .		4	7.4—
Friendly controversies, . . . . .		10	18.5—
		54	100.0
With regard to official action:—			
On joint petition, . . . . .		6	11.1—
On notice from one party, . . . . .		14	25.9—
Of the Board's own motion, . . . . .		34	63.0—
		54	100.0
In view of results (neglecting fractions):—			
Settled, . . . . .		29	54
Vanished, . . . . .		20	37
Pending, . . . . .		5	9
		54	100

The ratio of referred cases to those in which the Board offered its mediation is about as 3 to 5.

The vanished controversies had strike histories, and ended in 9 cases by the workmen's returning on the employers' terms, and in the other 11 by permanent loss of situation.

Four of the controversies still pending are amicably conducted; the other has a history of lockout and diminution of business.

There were 27 conciliations, or 50 per cent. of all cases, and 2 arbitrations, or 4 per cent., nearly, making a total of 29 settlements, or 54 per cent., nearly.

The value of the positive result shown by these tables will, we believe, be much enhanced on further consideration. It will be noted that half of the foregoing strikes ended in defeat, that is to say, 20; and that one of the employers resorting to a lockout was obliged to curtail his business. Viewed on the low plane of immediate self-interest, such expedients, having been resorted to without a fair prospect of success, can hardly be deemed other than rash. To get a fair estimate of "state interference," allowance ought to be made for that element of rashness which persists "to the bitter end," and is not amenable to the good offices of anybody. Eliminating, therefore, these 21 cases from the total number treated by the Board, leaves 33 controversies, of which 29 were settled mostly by conciliation, while 4 remain to be settled in a friendly way.

Twenty strikes and 3 lockouts were finally settled amicably, as were 6 friendly controversies. The result is gratifying; but the gratification would be greater, if, in the cases of strike or lockout, the better way had been resorted to in the beginning. Sixty per cent. of the friendly differences were settled satisfactorily to both sides. At the same rate, about 14 disputes aggravated by strike or lockout might have been settled without loss of business and profit, and without loss of wages and health. Like advantages would also accrue to the parties to the other 9 cases during the pendency of the matters in dispute.

It has been said, in extenuation of strikes and lockouts, that they serve at least to compel attention to grievances. A study of our cases in the past year does not favor the view that they conduce in any way to a remedy; for only



50 per cent. of the strikes and 25 per cent. of the lockouts, of all about 47 3-4 per cent., were in any measure successful, and then for the most part as resulting from mediation and negotiation; while 60 per cent. of the friendly controversies were settled amicably, leaving the other friendly controversies on the way to such result.

Reports of the principal controversies which the Board has taken cognizance of during the year are to be found in the following pages. The yearly earnings of the persons involved are estimated at \$2,948,588. The total yearly earnings in the factories, etc., are estimated at \$9,004,006. The cost of maintaining the Board for the year has been \$8,456.

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REPORTS OF CASES.

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## REPORTS OF CASES.

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### J. BROWN & SONS—SALEM.

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Early in January the shoe cutters employed by J. Brown & Sons at Salem presented to the firm a written demand for increased prices, which the employers pronounced excessive; and a conference was held on January 8, in the presence of the Board. The men, represented by the organizer of the American Federation of Labor, offered certain prices per week as an alternative. The employers said that under the old scale of prices men were able to earn more than these amounts; but the firm would accept a list that would yield the desired minimum, provided the distribution of prices be left to the judgment of the State Board of Arbitration, considering the quality of stock, the method of manufacture and a fair average amount of product in a week of fifty-nine hours.

The conference resulted in a disagreement, and a strike ensued on January 9. An application dated January 10 was received by the Board. A conference was held on the 12th, at which the employer amended the application, in response to a request of the general president of the Boot and Shoe Workers' Union. On the 15th the employers informed the Board of an interview with the workmen and their agent regarding a settlement, and inquired what the

firm might do in the absence of the Board. He was advised to neglect no opportunity for making a settlement, regardless of the application then on file. On the 16th an agreement was reached whereby the men gained a substantial increase over prices paid before the strike, and thereupon returned to work.

**CIGAR MAKERS — BOSTON.**

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A strike of cigar makers was reported to the Board on January 24, and mediation was thereupon offered to the manufacturers' association and the cigar makers' local union in Boston.

The strike was for an increase of \$1 over the prices specified in an agreement made the previous June. Union shops were idle in consequence, and hundreds of men and women were thrown out of work. The strikers appointed a committee of conference; but the manufacturers declined to recognize it and appealed to the Cigar Makers' International Union. Officers of that body came to Boston, refused to sanction the strike, and ordered the cigar makers to return to work. On January 29 the shops were opened, and as many union workmen as were needed for the stock on hand were re-employed. Others were notified that there would be places for all in two or three days. Many, however, remained out on strike.

The union had no dispute with the employers, and the strikers, as such, had no organization that the manufacturers and the representatives of organized labor would recognize. So far as the manufacturers were concerned, the difficulty was at an end.

The contest thereafter was waged within the union, and ceased to attract public attention.

ROBINSON BREWING COMPANY—BOSTON.

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Information was received in December, 1899, from the Boston Brewers' Association, concerning a controversy in the brewery of the Robinson Brewing Company at Roxbury.

It appeared that on December 13 the management of the brewery dismissed one of the engineers for cause, pending consideration of his case by the union to which he belonged. On the 16th Messrs. Grasshoff, McCarthy and Dolloff, vested with full power, called at the brewery, and in behalf of the International Union of Steam Engineers demanded his reinstatement without loss of pay for time out, or they would declare a strike of engineers. After consideration the employer resolved to take him back, under the following protest:—

BOSTON, December 15, 1899.

MESSRS. GRASSHOFF, MCCARTHY and DOLLOFF, *Committee International Union Steam Engineers, No. 16, of Boston, A. F. of L.*

GENTLEMEN:—In compliance with your demand of this date for the reinstatement of engineer, we do so under protest.

Protesting that we only do so upon threats made by you, as the committee representing the International Union Steam Engineers, that the other engineers in our employ will be immediately called out unless said demands are complied with, and we reserve to ourselves the privilege of taking such steps as we deem advisable for our future protection.

Your very respectfully,

ROBINSON BREWING COMPANY,

A. W. ROBINSON, *Treasurer.*

When the members of the committee had read the protest, they declined to receive it, and renewed their demand

for the unconditional reinstatement of the man in question. It was finally arranged for him to return and receive pay for time lost.

The treasurer, believing the case still open, appealed to the Boston Brewers' Association, December 19, to resist by united action such a demand. The association sent a written request to the Engineers' Union to appoint a committee to confer with the committee of Boston brewers on the subject of the alleged grievances. The union replied saying that it had settled its case with the Robinson Brewery. On January 27 the following letter was received from the secretary of the Breweries' Association: —

BOSTON BREWERS' ASSOCIATION,  
BOSTON, MASS., January 27, 1900.

*State Board of Arbitration and Conciliation, State House, Boston, Mass.*

MY DEAR SIRs: — I desire to call your attention to a controversy between the Robinson Brewing Company, a member of this association, and the International Union of Steam Engineers, regarding the discharge for cause of a member of the union above mentioned. I enclose herewith a copy of the statement of the Robinson Brewing Company, and also of the correspondence between this office and the union. This is by no means the only cause of grievance which the brewers have against the engineers' union, in fact, there are several of a similar nature, showing utter unreasonableness upon the part of the union to calmly and judicially adjust differences.

It seems to me that this is a case which it would be advantageous for your Board to examine into, with a view to securing all parties at interest fair and just treatment; and I think, further, that your Board should impress upon the engineers the folly in the long run of using such dictatorial measures in dealing with employers.

Trusting that you will give this matter your careful consideration, and hoping that you will be able to so present the matter to the engineers that there may be no repetition of these disagreeable incidents, I have the honor to remain,

Very respectfully yours,

H. V. HUSE, *Secretary.*

The controversy as presented seemed to involve questions which are not within the province of the State Board. Section 3 of the statute under which this Board acts excludes any controversy or difference "which might be the subject of a suit at law or bill in equity," and the secretary of the Brewers' Association was so advised.

After several interviews on the subject of a proper issue to present, an application was received alleging as a grievance that "the Robinson Brewing Company is forced, upon threat of a strike, to employ an undesirable man as engineer." A copy of the application was sent to the union; and its reply was made known to the employers in the following letter:—

STATE BOARD OF ARBITRATION AND CONCILIATION,  
BOSTON, February 16, 1900.

H. V. HUSE, *Secretary, Boston Brewers' Association, representing the Robinson Brewing Company, Boston.*

DEAR SIR:—On February 9 a certified copy of your application was sent to the International Union Steam Engineers, No. 16, of Boston, with a request for information whether the employees would join in presenting the case for settlement, either by conference and agreement, or by arbitration. We have this day received a reply, dated February 15, and signed by F. W. Dolloff, saying "that this union regards the case of Robinson Brewery as closed, and that we have nothing to arbitrate in the matter."

I am directed to say that this Board will be pleased to receive any suggestion you may offer.

Respectfully yours,

BERNARD F. SUPPLE, *Clerk.*

On the next day the employers replied, saying that there was "nothing to suggest in the premises."

Nothing further was heard of the controversy.



THE AMERICAN HIDE AND LEATHER COMPANY—  
LOWELL.

---

A difficulty which was in some respects a sequel to that of November 8, 1899, stated in our report for that year under the title “ White Brothers & Co. ”, culminated on January 24 in the same factories at Lowell, when the shavers employed by the American Hide and Leather Company struck for higher wages. In two days the strike extended to all departments, and about 550 men were without employment.

On January 6 the following letter was sent by the management of the Lowell factories: —

*Leather Workers' Protective Union, Lowell, Mass.*

GENTLEMEN : — Referring to our several conversations regarding prices for different classes of work, we will repeat what we have said before, that we were willing to pay the same prices for the same class of work as any other factory making the same line of goods controlled by the American Hide and Leather Company.

In making up this schedule of wages, notice must be taken of the ages of men employed on the different kinds of work, also the conditions under which the men work.

We are perfectly willing to meet any of the heads of your organization, we mean by that, the heads of the Federation of Labor, or any one who has authority to investigate and act in such matters. It is the aim of the American Hide and Leather Company to pay such prices as will demand the best work. If you will communicate with us and make an appointment, we will try and keep same.

Yours very truly,

AMERICAN HIDE AND LEATHER COMPANY.

Subsequently, as stated, the shavers' work slackened, and on January 24 from 30 to 40 were suspended from the pay roll, whereupon the strike ensued. The shavers demanded 50 cents instead of 35 cents per dozen as a condition of returning, and further demands were made by the other leather workers, when the strike became general. The American Federation of Labor sanctioned the strike, and awarded a weekly stipend to those who had gone out. In view of several thousand dollars' worth of perishable stock on hand, the superintendent made concessions which the general organizer of the American Federation of Labor deemed sufficient warrant for advising the men to return to work, pending an adjustment of the whole difficulty and an agreement regulating the settlement of such grievances as might arise in the future, either by conference or arbitration. The advice was not promptly accepted. Pickets were posted on the streets leading to the factory. The superintendent then arranged for the removal of hides, and, as a precaution, invoked the protection of the police. There was, however, no breach of the peace. The workmen expressed a desire to handle the stock with a view to saving it, and requested that the concessions be put in writing; but the superintendent declined the offer and withdrew the concessions. On the second day of the strike the Board offered its services as mediator in case pending negotiations should result in a disagreement.

On January 30, on the invitation of Messrs. John F. O'Sullivan and E. L. White, representing the parties, the Board endeavored to compose the difficulty, and at the end of three days arranged for a conference of parties, to take place on February 8, and for the reinstatement of all the strikers, without prejudice or discrimination, who should return to work on February 5.



On returning to their former positions, about 60 employees were refused work by their foremen, who declared that they were laid off, but could not say for how long. Five of these were shavers. They deemed the laying-off a discharge, practically, at any rate a punishment, and quite contrary to the assurances transmitted by the Board. None of the shavers involved would accept re-employment in the circumstances. They thereupon notified the Board in writing and by telephone. The Board returned to the scene of the difficulty, and on the 7th all the shavers were reinstated according to the first intention, as the result of the Board's mediation; but other leather workers who had been laid off were still to remain out. The appointed conference was had on the eighth day of February, the Board being near at hand, awaiting the outcome. After fixing prices in the shaving department and agreeing that all leather workers who were still out should return to their former places on the 9th, an adjournment was made to February 13, for the consideration of the leather workers' demands, with a view to referring to arbitration whatever remained unsettled.

On February 23 an agreement was reached which was satisfactory to all concerned, and the difficulty ended. No provision for settling future differences was made, however.

**W. L. DOUGLAS SHOE COMPANY—BROCKTON.**

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The agreement, entered into October 26, 1898, to remain in force until November 1, 1901, between the W. L. Douglas Shoe Company, of Brockton, and the Boot and Shoe Workers' Union, provided for the reference of price lists, all grievances of whatever nature, and all matters of dispute regarding wages or any other subject, to the State Board of Arbitration. Under the agreement, a dispute having arisen in the rough-rounding department of the factory at Brockton, an application, signed by representatives of both parties on February 5, was received. The following decision was rendered March 5:—

*In the matter of the joint application of the W. L. Douglas Shoe Company, of Brockton, and its employees.*

PETITION FILED FEBRUARY 7, 1900.

HEARING FEBRUARY 12, 1900.

In this case the Board is asked to decide upon the question of wages for the work of rough-rounding soles. After hearing the parties interested, inquiries have been further prosecuted in a considerable number of factories in the immediate neighborhood, with the aid of expert assistants selected by the parties respectively. In view of the terms of the application and of all the facts and arguments that have been adduced in the case, the Board recommends that the work of rough-rounding in this factory be paid for at the rate of 8 cents per dozen, including single and double soles, samples and single pairs.

By agreement of the parties, this decision is to take effect from February 5, 1900.

By the Board,

BERNARD F. SUPPLE, *Clerk.*

*Result.* — All parties acquiesced in the decision for a period nearly twice the length of the term set by law. During the preparation of this report information has been received that a dispute concerning the same matter was mutually adjusted by the parties in interest, as provided in paragraph 11 of the agreement of October 26, 1899, as it appears in our thirteenth report. As now agreed, the price is 9 cents. Paragraph 11 runs as follows:—

*Eleventh.* — Both parties agree to adjust in an honest and equitable manner all grievances of whatever nature and all matters of dispute in reference to wages or any other subject, including the true construction of this agreement, that may arise between them; and in case of failure to mutually adjust any dispute or grievance, the party of the first part and the members of the department or departments where such dispute or grievance shall arise, shall join, in the manner provided by statute, in an application to the Massachusetts State Board of Arbitration for a decision on the matter or matters in dispute, and the decision of said Board shall be binding upon the party of the first part, the party of the second part, the local unions and employees.

**MACHINISTS — BROCKTON.**

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In the middle of January certain machinists employed in Brockton shops addressed a petition to their employers, and received the following reply: —

BROCKTON, MASS., January 27, 1900.

*To Our Employees.*

We, the undersigned employers of machinists, after carefully considering the petition to grant our employees a nine-hour day, with ten hours' pay, beginning the first Monday in February, 1900, have unanimously decided that we cannot grant this request.

The granting of a nine-hour day with ten hours' pay would mean eleven and one-ninth per cent. advance in wages and ten per cent. reduction in the volume of our business, with the same running expenses. With all materials and tools at largely advanced cost, and competition sharp in all lines, our profits do not warrant the entertainment of such a proposition. This would give our outside competitors, who are still working on the ten-hour schedule and are manufacturing the same class of work, a great advantage, and would seriously cripple the machine business in Brockton, which you are well aware is none too extensive. The nine-hour shops in Lynn and Boston do not pay the rate of wages we pay for the same grade of mechanics.

The trades mentioned in your petition, such as carpenters, masons, plasterers, stone layers, brick layers, lathers, painters, etc., who are working eight and nine hours per day without reduction in pay, are not parallel cases, as their work is purely local. These trades, also, have very unsteady employment, as their work depends on the weather and various other conditions, and their yearly earnings average far below those of a machinist. Your wages will compare favorably with those paid in any city in New England, and until legislation shall regulate the hours of labor,



placing each manufacturer on an equal footing, the nine-hour day cannot be granted locally without disaster to your interests as well as ours.

T. A. NORRIS MACHINE COMPANY.

WM. A. SWEETSER.

GEO. V. SCOTT.

KIMBALL BROS. & SPRAGUE.

PICKARD BROS.

BROCKTON SUPPLY COMPANY.

GEORGE KNIGHT & Co.

CHAS. P. PERKINS.

E. S. MORTON.

BROCKTON DIE COMPANY.

On February 5, 37 employed by 8 of the above-named struck to enforce the request.

The strikers, who were known as Brockton Lodge, No. 176, of the International Association of Machinists, after being out two weeks, invoked the mediation of this Board, in an application signed by James E. Buchanan, the business agent and organizer for Boston and vicinity. The Board communicated the fact of the application to the employers named therein, and received replies from which the following is selected:—

BROCKTON, MASS., February 24, 1900.

*To the Honorable State Board of Arbitration and Conciliation, State House, Boston, Mass.*

GENTLEMEN:—Your favor of the 21st inst. at hand, and in reply are pleased to assure you that we have no occasion to call on your honorable Board to arbitrate in our behalf. We have never had, and are not now having, any difficulties with our employees. We have always given good wages, steady work and prompt payment, and we intend to continue to do so. We will endeavor to briefly state the facts in regard to this so-called “strike.”

About January 20 we received a petition addressed to the employers of machinists, requesting that we grant our employees a nine-hour day with ten hours' pay. This petition was signed by ten of our employees and also by a few other employees of different

shops in this city. We carefully considered the matter, and decided that we were paying them all they were worth to us, and declined to grant their request, giving our reasons for so doing.

On January 30 we received an anonymous letter inviting us to a conference, which we did not attend. On February 2 we received a notice from a labor organization, stating that, if we were not willing to grant the petition of our employees, on February 5 they would "quit work until such time as we would be pleased to grant it." We made no reply to this, and the dissatisfied men left our employ. We shall never be "pleased to grant their petition," and they will have to find work elsewhere.

We had never been approached personally by our men in regard to this demand, and have had no discussion with them. They left good jobs of their own free will, and we have made no objection whatever. As we have hired new men who are satisfactory to us, and have now no use for these dissatisfied people, it seems entirely unnecessary for us to call on the State Board of Arbitration, as we have no grievance whatever.

Trusting, gentlemen, that this will explain our side of the situation fully, we remain,

Very truly yours,

T. A. NORRIS MACHINE COMPANY.

When the employers' attitude was made known to the workmen's agent, he expressed satisfaction with the action of the Board, but made no suggestion. The matter then dropped, and has never been brought up again.

**STANDISH WORSTED COMPANY — PLYMOUTH.**

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In the first fortnight of February the weavers of the Standish Worsted Company at Plymouth asked their employer for an adjustment of picks, and, for the reason that many woollen mills at the first of the year had granted a similar increase, demanded a 10 per cent. increase of wages. On the 12th of that month they went out on a strike to enforce their demands. Several conferences were had with a view to an agreement. The employer conceded the demand for an adjustment of picks, but the company could not see its way to granting the increase, for the reason that it had for a long time past been paying higher wages than any of its competitors, and was paying the highest at the time of the strike; that the mills in question were not competitors in work of the same grade, and, moreover, had been paying extremely low wages before January 1. What was regarded as a slight difficulty, at first, began to receive attention, and apprehension was felt as the contest was protracted. On February 19 the Board's services were invoked in a formal application signed by the president of the Standish Worsted Company. As soon as this action was taken, the Board received word that the controversy was settled. At a conference between the strikers' committee and the mill management an agreement was reached whereby the strikers were to receive an increase of 8 per cent., and the strike was declared at an end. By this time some of the

weavers had left town in search of other jobs, but as many as had remained returned to their former posts on February 20, followed by others on their receipt of the news, and in a short while the mill was running in all departments the same as before.



**BRIDGE AND STRUCTURAL IRON WORKERS—  
BOSTON.**

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On March 1 about 60 iron workers employed by bridge constructors in Boston, chiefly those engaged in the erection of the Boston Elevated Railway, went on strike in consequence of a refusal to pay them 33 1-3 cents an hour for nine hours daily, and twice that rate for all time in excess. The men claimed that they had always acted in concert with another branch of the iron industry, as members of the same union. Only those trained to work in iron in strained attitudes high in air could appreciate the skill required to overcome the difficulty. In settlements effected by the union to which they had belonged, the bridge builders had never secured the consideration they felt they were entitled to, and for this reason they separated from the older organization and organized a union of their own branch. This gave the appearance of rivalry, which they did not feel and sought to discourage, but which had confused the counsels of their recent employers, who were at first loth to treat with more than one organization of workmen. The strikers said they would accept the mediation of the Board if pending negotiations should fail, but the prospects were favorable to a prompt settlement. The Board gave such advice as was calculated to encourage the pursuit of pacific methods. As a result, settlements soon followed, and all hands returned to work.

### HATCH & GRINNELL—EASTON.

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A demand for higher prices for lasting a higher grade of goods requiring greater labor having been refused, the employees of the lasting department of Hatch & Grinnell, shoe manufacturers at North Easton, went out on a strike on March 10. They were about 25 in number.

The mediation of the Board was offered to both parties on the 14th, and on the 16th the recent employees made formal application, praying the Board to “endeavor by mediation to effect an amicable settlement.” Interviews were had with both parties. The firm was not willing to confer with the men on the subject of increased prices, or to re-employ more than five or six of them, if any, and expressed confidence in its ability to secure all the workmen that the factory needed at the prices then in vogue.

Day by day new hands were hired; but some of them, on finding a strike in progress, and pickets posted to notify strangers of the fact, quit work.

The firm thereupon sought and obtained a temporary injunction restraining the men from certain acts. Pickets were immediately withdrawn. A sufficient number of workmen was secured, and the difficulty passed out of notice.

GRANITE CUTTERS—QUINCY.

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It was announced by the granite cutters in 1897 that they intended to demand in 1900 a shorter work day and higher rates of wages, and a formal demand was made by their national union in 1898. After about a year the employers' association made a reply which was not satisfactory to the workmen; and the American Federation of Labor, of which the Granite Cutters' National Union is a member, voted to support the workmen in case of strike. Labor men expressed the opinion that under the rules of the Federation the employers must either acquiesce in the demand, or suffer a strike; for there could be no arbitration in the circumstances, since the result of such proceedings could only be conjectured. Such opinion, however, did not exclude the services of a mediator. Long before the appointed day, the growing apprehension of a long strike gave rise to much discussion. It was contended by the manufacturers that the eight-hour day at \$3 would curtail output, increase cost and lessen demand, especially in quarters where building is undertaken as a matter of investment. It was predicted that fewer buildings would be erected and other material preferred to granite, and that piece prices would give way to pay by the day, with no employment for the slow workman, however skilful.

The decision of this Board, May 7, 1887, in the matter of the joint application of the Hallowell Granite Company

and its employees, had been adopted in many places outside of this state, pretty generally throughout the east and in several other quarters, though variously modified, to conform with local conditions. In the course of time the growing inequality of wage schedules and of working time came to be considered a grievance by the cutters; and the object of the movement of 1900 was to remove the inequality.

On October 25, 1899, the secretary of the Granite Cutters' National Union renewed the demand in a circular addressed to the manufacturers. The workmen sought to establish the price of an hour's work at 37 1-2 cents, that the work day should consist of eight hours, that a day's pay should be \$3, and that piece work should be performed under a uniform scale of prices, at which the earnings in eight hours should amount to at least \$3. This became in the spring of 1900 the subject of a controversy in the granite industry of New England and six other states.

In some parts of New England the relations of the manufacturers and their granite cutters were regulated by agreements running to the first day of May. In a few granite yards in or near Boston such agreements were to run to April 1; but in a majority of instances in all quarters the term would expire on March 1. Accordingly, March 1, 1900, was the day appointed for the strike in case the demand was rejected. Under the clause requiring three months' notice, the Quincy branch of the Granite Cutters' National Union notified the manufacturers of that city in November, 1899, of the change desired. On February 16, the State Board offered its services as mediator to the parties to the Quincy controversy. The workmen expressed their readiness to meet the manufacturers in any conference

that the Board might arrange; but the employers declined the offer. But in other granite centres, on the approach of the appointed day, the parties in interest were disposed to confer with each other. On the last day of grace the Barre branch of the union and the manufacturers' local association reached an agreement establishing the eight-hour day at 35 cents an hour and upwards, instead of the \$3 minimum demanded; and this was an actual increase of 16 2-3 per cent. of former prices in that place. This agreement was accepted throughout the state of Vermont, and did much to influence compromises in other localities. After some delay, pending the application of the referendum rule which exists in the Granite Cutters' National Union, the various branches approved the Barre agreement, and though by that time the strike was on in many places, a speedy settlement was generally expected. Other evidences of the workmen's good faith that helped to allay apprehension were visible in Boston and other places where the terms of agreements had yet a month or two to run. The workmen of those places, preferring to keep their agreements, continued at work after the strike had begun in other places, and their doing so was approved by their fellow craftsmen everywhere.

On March 1, the day following the Barre settlement, the granite cutters of Quincy, about 1,200 in number, went out on strike to enforce the demand; and that city, one of whose manufacturers was president of the Granite Manufacturers' Association of New England, became the centre of interest. Some days elapsed, when an attempt was made to negotiate a settlement. The parties met by committee. The manufacturers offered 31, but the cutters insisted upon 35 cents for an hour's labor, a price which



had by that time throughout New England elsewhere become the recognized rate. The meeting dissolved without agreement. On seeing the negotiations flag, the Board renewed its offer of mediation, but the employers declined the offer. In other places the strike of March 1 was followed by settlements at short intervals. Some agreements in the vicinity of Boston were renewed on April 1, specifying the rate of 35 cents an hour; but there were a few local strikes on that day. The workmen involved were confident of victory, however; and one by one the employers yielded the eight-hour day at 35 cents. The controversy at Quincy was destined to run its course for another month.

At length, on May 5, an agreement was reached in Quincy whereby the eight-hour day was established in that city, together with the rate of 35 cents an hour for competent workmen. A price list was agreed upon. It was agreed that any workman unable to earn an hourly average of 35 cents at piece work was to be paid in every instance no less than 33 cents an hour. It was stipulated that the agreement might be changed on March 1 of 1903, 1905, or any year thereafter, provided three months' notice be given by the party desiring the change; but in default of such notice the agreement was to continue indefinitely. In case a dispute should arise from such notice in 1902, the settlement thereof should be considered by a joint conference committee, consisting of three chosen from each side, which should adjust the difficulty, if possible, and refer all matters that might remain unsettled by January 20, 1903, to the decision of a local board of arbitration. In such case the decision was to be rendered not later than February 25, 1903. It was provided that the board was to be made up of disinterested persons, and chosen in the usual

way by the respective sides as represented in the conference committee. The Board is informed, at the time of writing this report, that the controversy of a year ago has been settled to the satisfaction of the workmen involved throughout the vast territory affected by the demand, with the exception of only six granite yards.



AMERICAN WOOLLEN COMPANY—LOWELL.

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One hundred and twenty-five weavers in the Faulkner Mills at Lowell, having been refused a 25 per cent. increase in price, went out on strike on March 26. Both parties were interviewed by the Board on the question of a settlement. A letter was received on April 3 from the weavers, inviting further mediation, and the Board secured the appointment of April 7 for a conference of parties. The conference resulted in a disagreement. Further efforts were made by the Board to bring about a solution of the difficulty. The company offered a premium on all monthly earnings of \$32 or more, as a substitute for the desired increase, but the weavers declined the offer. Some of the weavers thereupon left the city with their families, others found employment in other mills and some passed into other industries. At length, on April 13, 65 of them, being a majority, returned to the mill on the employers' terms, and the strike ended.

**BUFFERS' STRIKE—WOBURN AND WINCHESTER.**

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In March, the buffers of Woburn, acting through their union, presented to their employers, the leather manufacturers, a demand for an increase of \$3 a week in wages. Several conferences were had, without agreement. Settlements were effected in some of the smaller shops at the current rate of \$15 a week, pending an adjustment in the large factories, and with a promise of \$18 a week so soon as Beggs & Cobb at Winchester and the American Hide and Leather Company at Woburn should consent to pay the increase. On April 2 the buffers quit work to enforce the demand. Some factories put in machines to do their work, and offered to re-employ their former workmen at \$10 a week. On the 5th and 6th of April the Board acted as intermediary between the parties, with a view to bringing about an agreement. A conference was arranged for the 7th between the manager of the factories of the American Hide and Leather Company at Woburn and the workmen's committee. At the appointed time the committee appeared, but the manager notified the Board that he was unable to appear, by reason of illness. The strike extended to New York and continued until the first week in June, when signs of dissolution began to appear. On June 9 committees of the Buffers' Protective Union had interviews with the representatives of the American Hide and Leather Company at Woburn and Beggs & Cobb at Winchester.

The result was an understanding that the machines were to be retired from the factories of the American Hide and Leather Company, and the men were to receive the former wages. Accordingly, on June 11 the company's hands in Woburn and New York returned to work. In Beggs & Cobb's shop at Winchester the settlement was delayed for a few days, when it was understood that the firm should retain its machines, 4 union buffers and about 20 apprentices who had become proficient.

Nothing further was heard of the controversy.

**PAINTERS AND DECORATORS — BOSTON.**

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On April 14 a visit was received from an agent of the painters' union, who complained that an effort to adjust a dispute as to price had not been responded to by the master painters involved. Rather than engage in a strike, though confident of victory, the workmen in question had resolved to invoke the State Board of Arbitration and Conciliation. The agent thereupon submitted an application from the executive committee of Union No. 11, Brotherhood of Painters and Decorators of America, representing workmen of Boston and vicinity, engaged in the business of painting houses and decorating interiors. The grievance was stated as follows: —

The wages for house painting should be increased from \$2.50 to \$2.75 for a day of eight hours. A letter requesting such an increase was sent on March 28 to the Master Painters' and Decorators' Association of Boston and vicinity, the receipt whereof was acknowledged on April 1, 1900, but no reply has as yet been received.

It was not deemed necessary to state the still higher wages that ought to be paid for decorating.

The Board immediately notified the employers' association of the alleged grievance, and requested to be informed whether it would join in referring the case to the arbitration of this Board, or, if conciliation were preferred, whether its committee would confer with the journeymen's

representatives in the presence of the State Board with a view to settling the dispute by agreement. On the 20th word was received that the employers had "nothing to arbitrate."

The union had already been informed of the master painters' attitude, and concluded not to waste the opportunity for making perfect arrangements to strike which the public holiday of April 19 afforded. A circular was prepared and sent out by the union, to which it is stated about one-third of the master painters responded by conceding the demand.

On Monday, the 23d, the strike was inaugurated, which it was resolved should be fought to a finish all the more eagerly in view of the fact that every peaceful measure had been exhausted. The strike had hardly commenced before other employers in one quarter and another began to make concessions resulting in agreements. News of the strike brought in several non-union painters from the outlying districts where work was slack, and many of them were given employment. Both sides claimed a victory. At last accounts, on May 4, the strike was represented as ended.

**BREWERY ENGINEERS — BOSTON.**

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In the last week of April Steam Engineers' Union No. 16 notified the Master Brewers of Boston that on and after May 1 the following schedule of wages and hours was to go into effect : —

1. That eight consecutive hours' work shall constitute a day's work. All time worked over eight hours to be paid for at the rate of 55 cents an hour.

2. That the minimum rate of wages shall be \$3 a day of eight consecutive hours, and the chief engineers shall be paid \$25 a week.

3. That engineers receiving more than \$3 a day at the present time shall not receive any less.

4. That all engineers employed in or around a brewery must be members in good standing of Local Union 16 of the International Union of Steam Engineers.

The Brewers' Board of Trade took this schedule under consideration.

The representatives of the engineers had several conferences on April 30 and May 1, with the Master Brewers, with a view to preventing a strike, if possible, and on May 1 published the following : —

After a long discussion, in which we endeavored to find an honorable way out of the difficulty, and feeling that a few days' delay might assist us, and to give the brewers' committee an opportunity to consult with the members of their association, we made the following proposition : —

“ Will you agree, on the part of your association, to grant the



demands of the engineers, temporarily, pending further conference, you to confer with your associates and we with ours, you to take your own time as to when a further conference may be had between this committee and yours?"

This proposition was also declined by the brewers' committee. We, failing to in any manner agree, unless we accepted a proposition declined last year by you, withdrew from the conference.

While our meeting with the committee was as friendly as could be desired on both sides, we regretted to learn that our fair proposition could not be accepted, and thereby avert the pending trouble. There appears to be nothing for the engineers to do but strike. We believe a strike at this time is destined to effect a severe blow, if not to completely demoralize the brewing industry.

Having exhausted every honorable means in our power to settle this matter, we ask the co-operation of all union men in putting a check to any body of employers who arrogantly refuse to realize that trades unions are a factor in production, and who will not accord fair and honorable conditions to their workmen.

We have been assured that some of the brewers will accede to the demands of the engineers, notwithstanding the position taken by the brewers' committee. In view of this fact, we request that all engineers remain at work until the strike order of Engineers' Union 16 be transmitted to them by this committee or its representatives.

On May 2 the following notice was received: —

*To the Honorable the State Board of Arbitration.*

The undersigned respectfully represent that, on the thirtieth day of April, A.D. 1900, a strike was threatened in this Commonwealth, involving all the breweries located in the city of Boston and those lately employed by said breweries; that, at the time of the threat of said strike, said breweries were employing not less than 25 persons in the same general line of business, to wit: the manufacturing of malt liquors at said various places of business; that the nature of the controversy, briefly stated, is as follows: a demand on behalf of the engineers, made through the medium of the International Union of Steam Engineers No. 16 and the Central Labor Union, for a working day of eight hours at \$3 per day.

Wherefore, your Honorable Board is respectfully requested to



put itself in communication, as soon as may be, with said employer and employees, and endeavor, by mediation, to effect an amicable settlement between them, and, if the Board deems it advisable, investigate the cause or causes of said controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same.

Dated this first day of May, A.D. 1900.

ALLEY BREWING Co.,	PURITAN BREWING Co.,
AMERICAN BREWING Co.,	ROBINSON BREWING Co.,
BOSTON BEER Co.,	ROESSLE BREWERY,
BURKHARDT BREWING Co.,	RUETER & Co.,
CONTINENTAL BREWING Co.,	WM. SMITH & SONS BREWING
FRANKLIN BREWING Co.,	Co.,
HABICH & Co.,	SOUTHER BREWING Co.,
HAFFENREFFER & Co.,	STAR BREWING Co.,
HANLEY & CASEY BREWERY Co.,	SUFFOLK BREWING Co.,
A. J. HOUGHTON Co.,	UNION BREWING Co.,
HUB BREWING Co.,	FRANK JONES BREWING Co.,
JAMES W. KENNEY,	MCCORMICK BREWERY Co.,
A. G. VAN NOSTRAND,	WALDBERG BREWERY.
H. & J. PFAFF BREWING Co.,	

By EDWARD RUHL, *Agent*.

This was promptly laid before Messrs. O'Sullivan, Kneeland and McCarthy, a committee having direction of the employees' interests. It was learned that negotiations of the preceding day had been without result; that shortly after, at half-past one o'clock in the morning, the threatened strike became actual, and about 75 men left their employment in the breweries. The Board requested the committee to say whether or not they would join in referring the case to the Board, or participate in a conference with the employers with a view to a settlement. The committee saw no reason for renewing the conference of the previous evening, but, in respect of the Board's offer, promised to reply in a few hours. Later in the day a message was received from the committee, saying it was

resolved to "follow the long-standing custom," regulating the settlement of the difficulties between master brewers and their employees, which contemplated a solution by a joint conference committee. While in the opinion of the strikers' committee it would be quite proper to go on with the strike, the impression might possibly gain ground, in view of the employers' application, that the committee was opposed to a peaceful solution of the difficulty. The only response, therefore, that they felt at liberty to make was to express a willingness to resume the negotiations that had been so recently abandoned as fruitless. The committee further said that a letter to that effect had just been sent to the secretary of the Boston Brewers' Association. Mr. Huse, the secretary of the employers' organization, was then informed of the situation. On the morning of May 3 almost all of the firemen employed in the Boston breweries quit work and joined the strikers. On this day, however, a conference was had between the strikers' committee and the Brewers' Association, which resulted in a settlement, upon which all hands returned to work.

**HOLZER-CABOT ELECTRIC COMPANY — BROOKLINE,  
MASS.**

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A strike of 25 buffers, employed at \$2.25 a day in a factory of the Holzer-Cabot Electric Company, took place on May 18 to support a demand for \$2.50. The superintendent deemed the strike an attempt to take an unfair advantage of Mr. Holzer's absence in foreign parts, and offered the employees a chance to return to work then or never. The men returned, but quit work in a few days. On learning that the strike had been renewed, the Board had separate interviews with both parties in negotiating a settlement; but the superintendent was firm in the position he had taken. He feared, he said, that a concession, however slight, would cause the difficulty to spread. Besides, he could not take any back without making room for them by discharging some of his new hands, which he would not do.

On May 25 the selectmen of Brookline gave notice of the difficulty as follows: —

TOWN OF BROOKLINE, OFFICE OF THE SELECTMEN,

TOWN HALL, BROOKLINE, MASS., May 25, 1900.

*Massachusetts Board of Arbitration, State House, Boston, Mass.*

GENTLEMEN: — At a special meeting of the selectmen, held this morning, it was —

*Voted*, That the clerk be directed to notify the State Board of Arbitration of the strike of the employees of the Holzer-Cabot Electric Company, in accordance with the terms of chapter 269 of the Acts of 1887.

Yours very truly,

GEORGE F. JOYCE, *Clerk.*

A reply was sent, saying that the Board was at work on the case. On June 8 an application of buffers, polishers and platers recently employed by the company was filed. The controversy, as they stated it, was:—

We asked for an increase in our wages of 25 cents a day, from \$2.25 to \$2.50. The foreman of the buffing and plating rooms said that we were worth the money, but the manager refused to grant it, the foreman telling the manager he could get all the men he wanted for \$2.25 a day.

After further efforts, the following letter was sent:—

STATE BOARD OF ARBITRATION AND CONCILIATION,  
BOSTON, June 15, 1900.

MR. JAMES MURRAY.

DEAR SIR:— Since receiving the application dated June 5, and signed by you and others, concerning the Holzer-Cabot Company, the Board upon inquiry has been recently informed that the position of the manager with reference to the strikers has not changed, that some of the former workmen have been re-employed, that others have made application to be taken back, and that all places are filled.

If, under such circumstances, you can suggest any course of action on the part of the Board which will benefit you and your associates, we shall be pleased to hear from you and to act accordingly so far as may be practicable and expedient.

Respectfully,

CHARLES H. WALCOTT, *Chairman.*

Nothing further was heard of the controversy.

It may not be superfluous for us to add our appreciation of the efforts of the town officials of Brookline. The statute by them cited, so far as it relates to the duties of mayors and selectmen in the matter of strikes and lockouts, has the following provision:—

That whenever it is made to appear to the mayor of a city or to the board of selectmen of a town that a strike or lockout . . . is

seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

If all who have the direction of public affairs or contribute to the shaping of public opinion would aid in the preservation or restoration of industrial relations, there would be fewer difficulties, and a greater percentage of them would be solved in a rational way.



UNITED SHOE MACHINERY COMPANY—  
WINCHESTER.

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During the first week of May machinists employed by the United Shoe Machinery Company of Winchester organized a lodge of the International Association of Machinists. Soon after, the members, beginning with the leaders, were day by day discharged in groups of increasing size, for the reason, as stated by the company, that they had too many in their employ; or that, according to the men, it desired to break up the union. On the 22d 200 were discharged, and on the next day the factory shut down, and 150 more were thrown out of employment. In all departments the number of employees affected was about 750. Meanwhile, there had been several interviews between the workmen's agent and the officers of the company at Boston. On May 23 the men accepted the mediation of the Board, and the company took the suggestion under consideration. Several attempts were thereafter made to induce the employer to discuss a settlement, and interviews took place between the machinists' agent and the company's officers. No adjustment seemed possible in the circumstances, and the difficulty dragged along until the end of the third month without anything to attract attention.

On July 30 a committee, claiming to represent the machinists' lodge, obtained an interview with the representative of the company who was then in charge of the Winchester factory, at his office in Boston, and proposed to



dissolve the lodge, in consideration of the company's receiving all the recent employees into their old places without discrimination; and the Board was thereupon notified that the company was ready to settle the difficulty by such an agreement; but the organizer of the International Association of Machinists, who had till that time represented the men in question as agent, claimed that the so-called committee did not represent the lodge, and that their action of July 30 had been repudiated by the workmen. At his request, the Board endeavored to meet the company's officers on August 3, but failed to get into communication. One of the general officers of the workmen's international body had an interview with the officers of the company, but no agreement was reached. The shop was opened for a short time each week, and those who worked were given extra pay. The local organizer seized the charter and disbanded the lodge. By hiring and discharging, the company finally succeeded in replacing nearly all the men by new help, who were for the most part women and girls.

**N. L. MILLARD & CO.—NORTH ADAMS.**

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On the 21st of May the shoe cutters employed in the factory of N. L. Millard & Co. at North Adams refused to work under a new price list, which they claimed required more work without additional pay, whereupon they were suspended from the pay roll. Subsequently, they were organized as a branch of the Boot and Shoe Workers' Union. Negotiations between the general president of that body and the employer resulted in an agreement on all but a few items, which were left for settlement by negotiation with a committee of the local unions, or, in case of failure, by reference to the State Board of Arbitration and Conciliation.

Under this agreement the cutters were permitted to return to work, pending a settlement; but when the local committee stated to the employer that it was not clothed with full power to make a final adjustment, he refused to treat with them, upon which, on May 28, the cutters quit work and went out of the factory on strike. The employer requested the Board to state whether there could be any arbitration proceedings under such conditions, and was informed that there could be no hearing or decision while the employees were out on strike, but that conciliatory efforts might be made, with a view to inducing an agreement, either to terminate the controversy by agreement, or to refer the difficulty to some arbitrator.

On June 11 and 12 the Board had separate interviews with the parties at North Adams, and advised the appointment of a committee of workmen, fully empowered, as required by the firm, to settle the dispute. The employer handed the Board a written message, to be transmitted to the strikers, as follows: —

Will meet a committee of cutters from our old cutting room employees. Will reinstate what cutters are needed. Will pay prices now in force. If this is unsatisfactory, will then refer the adjusting of wages to the State Board of Arbitration. The men now at work for us to remain at work as long as they wish to.

The strikers submitted the following reply: —

Will agree to a committee of cutters from Millard's cutting room appointed by the executive board of the union to meet him and adjust prices, and all prices not agreed upon to be left to the State Board of Arbitration, provided that all cutters now at work are discharged at once, and all employees of said room are reinstated at once.

Neither party would accept the terms of the other.

At the end of June one of the general officers of the Boot and Shoe Workers' Union reported to the Board that the controversy was without prospect of immediate settlement. The difficulty was protracted for several weeks, when a settlement was agreed upon by the parties.

**GEORGE LAWLEY & SON—BOSTON.**

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On June 4 a demand for the nine-hour work day instead of ten and one-half hours was made by the machinists in the employ of George Lawley & Son, boat builders in South Boston. The officers of the corporation requested time for consideration, which was granted; and on the evening of June 5 made answer that the shorter work day would be granted when two torpedo boats which they were building for the United States would be finished. The men calculated that it would take about four months to finish the work, that the major portion of those employed would be dismissed for lack of work, and that the reduction of time would benefit only the few that might remain. When the night shift reported for duty, a meeting was held and a strike declared forthwith. The men then laid the matter before Lodge 264 of the International Machinists' Association, and a committee was sent to the corporation to confer on the question of a settlement.

On the 6th the Board offered its services, but owing to some misunderstanding between the men involved and their organization, it was impossible to obtain a statement to which all would subscribe. The parties in interest held several conferences, and the corporation was about to ask the United States government, under the strike clause of the contract, for an extension of time in which to complete the work. On June 13, however, the following letter was

sent, containing an offer which the workmen accepted in settlement of the dispute: —

*To Machinists in the Employ of George Lawley & Son Corporation.*

GENTLEMEN:— We hereby agree to change the working hours in the machine shop to nine per day as formerly, as soon as the machinery for the torpedo boats “Blakely” and “DeLong” is completed as far as work in the machine shop is concerned, without discrimination against any workman on account of his participation in the strike.

GEORGE LAWLEY & SON CORPORATION,  
By GEORGE F. LAWLEY, *President.*

The machinists thereupon returned to work, and there was no further trouble.

**BOSTON MANUFACTURING COMPANY—WALTHAM.**

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On July 6 100 men and women employed in the manufacture of fancy cloth as box-loom weavers in the employ of the Boston Manufacturing Company at Waltham struck to enforce a demand for higher prices for 60-pick and 80-pick leno; but after a while the claim for 60-pick leno was abandoned, and 5 cents per cut abated from their price for 80-pick. On the 7th the Board acted as intermediary for the purpose of arranging a compromise under which harmonious relations might be restored. The weavers said that their work required great skill and special training, that they had no fear of being replaced by new hands; and that other mills were paying \$1.50 per cut for goods of similar quality, while the price which they had been receiving was \$1.10. The employer said that his terms were perfectly fair, that the mill had no competitors, that the difficulty was such as would right itself in a few days, and that he was willing to take back all hands to their old places without discrimination. When this was reported to the strikers, many of them were in favor of declaring the strike off. At the beginning of the next week a few of the strikers returned to work, followed by others, until all who applied were received in their former positions without discrimination, at \$1.20 a cut for 80-pick, which was an increase of 10 cents.



**BLAKE & KNOWLES — CAMBRIDGE.**

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On June 1 the chippers employed by Blake & Knowles, manufacturers of steam pumping machines, at East Cambridge, struck because of the employers' refusal to increase their wages 10 per cent. On June 7 a committee of 3, claiming to represent 19 of the strikers, made application praying the Board to investigate the cause of the controversy and ascertain which party was responsible therefor. It was stated that the product of the chipping department supplied material for 700 machinists, and that the number employed at the works in question was about 1,000, all told. The Board called at the machine shop on June 8 and desired to see the firm, but the superintendent said that at that time there was no trouble. On June 12 one of the petitioners called and stated that the chippers had returned on the preceding day, under a promise of satisfactory pay to be arranged at the end of a week's work. He and another of the committee had been blacklisted, he said, and the strikers who returned had sacrificed them to secure their own reinstatement.

**BURLEY & STEVENS—NEWBURYPORT.**

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On July 2 the joint petition of Burley & Stevens, shoe manufacturers of Newburyport, and John F. Tobin, authorized agent of the employees in their cutting department, requested the Board to decide whether a practice recently inaugurated of charging cutters for damages to stock in process of manufacture was consistent with the agreement under which work was performed in their factory.

The following decision was rendered on July 23 : —

*In the matter of the joint application of Burley & Stevens, of Newburyport, and their employees in the cutting department.*

PETITION FILED JULY 2, 1900.

HEARING JULY 10, 1900.

This cases arises out of the discharge of two cutters : one, for the reason that he refused to pay for damages to shoes, traceable to him, such payment being refused as inconsistent with the price list established May 26, 1900, by agreement between the firm and the cutters' union ; the other, discharged for cutting through mistake a case of shoes by a wrong pattern.

It is understood that both men are now at work in the factory, pending a decision by this Board as to the right of the firm to discharge men, under the price list agreed to as above, and also "whether damaged work shall be charged under the list now in force."

After a full consideration of the case, and having first consulted the Attorney-General as to the legal powers of the Board in dealing with the case, the Board is of the opinion that, under the agreement between the firm and the employees, the firm had the right to discharge the cutters named in the application, and has the right to charge for damaged work. But, in consideration of

all the facts presented in this case, the Board recommends that there be no new discharges of either workman by reason of what has happened, provided ample satisfaction can be agreed upon by the parties interested for the damage actually done.

By the Board,

BERNARD F. SUPPLE, *Clerk*.

*Result.* — A letter was received from the cutter's agent on July 25, asking for a reopening of the case, and July 27 was appointed to hear any reasons therefor that might be alleged. Two of the general officers of the shoe workers' union called accordingly on that day and had an interview with members of the Board, in the absence of the chairman, and expressed a desire to state their views in support of Mr. Tobin's motion, as soon as might be, to the full Board. On August 3 they were notified that the full Board was ready to hear anything that they might wish to say on the matter; and they replied that there was a good understanding now in that factory, which removed the necessity of haste in the matter of the motion to reopen the case.

Nothing further was heard of the controversy.

**LUDLOW MANUFACTURING COMPANY—LUDLOW.**

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On July 2 Mr. Frank K. Foster of Boston reported a lock-out, and transmitted the following notice thereof:—

TEXTILE WORKERS' UNION, LUDLOW, MASS., July 1, 1900.

*To the Honorable the State Board of Arbitration.*

GENTLEMEN:—On June 16—two weeks ago—the Ludlow Manufacturing Company of Ludlow, Mass., after having given one week's notice to its employees to give up their connection with the Textile Workers' Union, discharged all of them because they refused to do so. There was no difference as to wages or hours of labor. The firm had no other complaint except that it objects to the union. All honorable efforts were made to settle the trouble, but because we would not give up our right as free men and disband the union, the company locked us out to the number of 200, and has now given us notice to vacate their tenements which we now occupy.

Under the circumstances, we would very respectfully submit our case to your honorable Board for your mediation and arbitration.

We have not done anything that is unreasonable or unjust; we only insist on our right to belong to the union for mutual benefit and protection.

Trusting that you will take speedy action to investigate this case and effect an adjustment of the trouble, we are

Very respectfully,

JOHN BOURCIER, *President.*

JOSEPH BLAIN, *R. S.*

After notice to the parties in interest, the Board went to Ludlow and had separate interviews for the purpose of bringing about a reconciliation. It was ascertained that

when the wage earners had been organized they undertook to regulate the amount of a fair week's weaving, but desisted on learning their employer's hostility to the union.

It appeared that the company produced jute and cotton bagging, and was without competitors in this section of the country. The agent claimed to have treated the operatives well, having taught the trade to the major portion of them and given them good wages, from \$10 to \$12 a week, which enabled many of them to acquire property. There had been unity enough, he said, before the union was formed, but since then there was more or less ill-feeling between union and non-union weavers. His sympathies were with the work people, from whom he had risen, but he was under no necessity of considering their return to work, since it was easy to train new hands. In point of fact, one department was full-handed; in another 23 out of 28 places had been filled already; and another had a working complement. It was out of the question and impossible to take back all, if he were so disposed. If he reinstated any, to operate some of his idle looms, they would be few, and would have to return as non-union men; and, though they understood his determination on these points, he was willing to discuss the situation with a committee of weavers at any time.

The Board reported the substance of this interview to the locked-out weavers, and advised them to send a committee to negotiate a settlement, if possible, and notify the Board of the result, which they did, on July 14.

The following letter was sent : —

128 STATE HOUSE, BOSTON, July 16, 1900.

Mr. FRANK K. FOSTER, *116 Eliot Street, Boston, Mass.*

DEAR SIR:— You will be interested in learning that the Board went to Ludlow and had separate interviews with the parties to the difficulty in the mill of the Ludlow Manufacturing Company. Mr. Stevens expressed his intention to hire none but non-union men, and his satisfaction, in the present circumstances, with the way things are going. One of his departments was full-handed, another nearly so, and another had a pretty large complement of employees. He said he would receive any committee of the past employees, and talk the matter over. The Board arranged an interview, which took place subsequently. We are informed, in a letter received to-day from Mr. Bourcier, that a committee went to see Mr. Stevens, and was told substantially what is stated in the foregoing.

Yours respectfully,

BERNARD F SUPPLE, *Clerk.*

Nothing further was heard of the difficulty.



**J. H. HORNE & SONS' COMPANY — LAWRENCE.**

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Early in July the local union of the National Association of Machinists at Lawrence made a demand on employers for a nine-hour day without reduction in pay, the same to go into effect on the 16th of the month, and two of the firms granted the demand. The committee waited upon J. H. Horne & Sons' Company, and were told that, owing to existing contracts, the demand could not be granted. They reported to their union that the company promised a 10 per cent. increase, to go into effect on January 1. The union was averse to accepting the offer, but took no further action. The general manager of the company made a public statement, denying the offer. The spokesman for the company's machinists questioned him upon the matter, and was thereupon discharged. All the machinists ceased work, claiming that all had been discharged. The company stated that only one had been discharged, and that the others had gone out on a sympathetic strike. On July 31 James E. Buchanan, agent of the union, presented a written application for the good offices of the Board, alleging a lock-out of the men in question. The Board went to the scene of the difficulty on August 2, and had separate interviews with both parties to the controversy. It appeared that the man who had been discharged was willing to waive any grievance that he might have, and to take himself out of the way, in order to facilitate an agreement.

The employer did not care to confer with the employees on the question of a settlement without the general manager, who was out of town for a few days.

On August 6 a letter was received from the general manager, to the effect that all vacancies had been filled, business had grown slack, night work had ceased in the factory, the former night shift was now employed in the day time, and he had all the help that he needed.

The following letter of August 6 was sent to the general manager : —

B. F. HORNE, *Superintendent, The J. H. Horne & Sons' Company, Lawrence, Mass.*

DEAR SIR : — Your letter of August 3 was duly received, and has been laid before the Board at its meeting to-day, and the contents were transmitted to the workmen in interest. It is regretted that the way to a reconciliation seems barred ; but if the situation should change, the Board would be pleased to renew its efforts for a restoration of harmonious relations, and to hear from you again.

Respectfully,

BERNARD F. SUPPLE, *Clerk.*

Nothing further was heard of the difficulty.

**INGALLS & KENDRICKEN — BOSTON.**

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On August 16 60 steam fitters left the employ of Ingalls & Kendricken, protesting against the firm's retention of a workman who could not be induced to join the union to which they belonged, which retention they deemed a violation of the spirit of the agreement entered into under date of October 24, 1895. The next day, on learning of the difficulty, the Board went to the steam fitters and their recent employer, and endeavored to find a way of bringing them into agreement. On first inspection there appeared to be an obstinate contest, destined to be long drawn out; but while the Board was mediating the obnoxious man was summarily discharged, for reasons not connected with the controversy. This was an opportunity not to be neglected. Accordingly, the men were apprised of the fact by a member of the Board, who took occasion to say that the strike was a violation of both letter and spirit of said agreement, which states that "In case any dispute shall arise between the Master Steam Fitters' Association and the Steam Fitters' Union of Boston, which the parties are unable to settle by agreement, the matter shall be submitted to the State Board of Arbitration and Conciliation without strike or lock-out." And they were advised, in case of future difficulty, to remain at work and endeavor to settle their controversy in an amicable way. The strikers thereupon voted to return to work on the following day, and the difficulty was ended to the satisfaction of both parties.

**INGALLS & KENDRICKEN—BOSTON.**

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Pursuant to the advice of this Board, as recounted in the foregoing, the recent strikers returned after a two days' idleness on August 18 to their occupation as steam fitters to Ingalls & Kendricken, when they discovered that 3 non-union steam fitters had been hired for the work in hand during their absence. The union men considered this a violation of the agreement of October 24, 1895, which stipulates that members of the Boston Steam Fitters' Union shall be preferred when of equal capacity and skill. They thereupon complained to their agent of the grievance, and declared their intention to strike again if the difficulty were not speedily adjusted. The agent invoked the Board without delay, whereupon an effort was made by the Board to pacify the trouble. It appeared that after the strike had been inaugurated, when the employer could deem himself released from said agreement, the non-union men in question had been hired for a few days only.

The Board accordingly notified the workmen that in all probability the employment of the objectionable men would soon cease, and their promise was obtained that no strike would be voted that day. This was satisfactory to the employer, and the union men continued on at work.

On the next work day, which was Monday, August 20,

the agent for the union requested the Board to make inquiry whether the 3 objectionable men had been discharged. Such was found to be true, and was so reported to the agent. The men continued at work, and there was no recurrence of the controversy.

**BOSTON STEEL AND IRON COMPANY—BOSTON.**

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Sixty iron workers in the employ of the Boston Steel and Iron Company quit work on August 17 for the purpose of establishing the union price of 33 1-3 cents an hour. It was thought that 600 workmen represented in the Building Trades Council of Boston might become involved in sympathetic strikes. Communication was thereupon had with the business agent of the men in interest, and an assurance was received from him that the strikers would join in any conference of parties that the Board might succeed in bringing about.

On or about August 23 an agreement was reached, and the strikers voted to return to work.



**HAMILTON MANUFACTURING COMPANY—LOWELL.**

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Early in September the Print Workers' Union of Lowell had under discussion the question of overtime in the bleacheries and dye houses of that city, and on September 13 occasion arose which promptly led to a strike in the Hamilton Mills. On the day before there was an accident to the machinery that caused a stoppage, and as the day drew to a close the foreman requested four of the employees of his department to continue at work after the usual time of shutting down: his purpose being, as subsequently stated, to make up for lost time and to save perishable goods in process of manufacture. The four employees refused to stay as requested, and left the mill at the usual closing time. On returning the next day they were discharged. Thereupon 14 others of that department went on strike, and shortly all the employees in the printing department, about 200, were out of employment.

The Board went to Lowell nearly every day for the next three weeks, and had many interviews on one side and the other concerning the main grievance and such other questions as arose during the progress of the strike, or which at last were brought up as obstacles in the way of a settlement.

The trades union's demand for "time and a quarter" pay for all work done after the usual closing time was the main grievance of this controversy. The reinstatement of

the four men who had been discharged, it was claimed unjustly, was also an important consideration at the outset. Later on, apprehensions lest some of the work people might be refused reinstatement produced a hesitation on the part of the strikers to return to work except under circumstances favorable to their contention.

On the 18th it was learned that a similar strike had occurred in the Merrimack Mills, treated elsewhere in this report; and the workmen's committee was composed of three from the Hamilton and three from the Merrimack Mills. As early as September 20 it was apparent to the Board that the employer was willing to reinstate all except the four men he had discharged. On the 26th the Board had an interview with the discharged men, and discussed the bearing which their part in the controversy had upon the interests of the many. They were not disposed to stand in the way of a settlement, and accordingly notified the Board that they would withdraw from the controversy. The question of extra compensation for overtime being the only point of dispute that remained, the difficulty was greatly simplified. The workmen's committee was requested to say what they would or would not do in the matter of returning to work, and the question was taken under consideration by them. The Board then informed the superintendent of the mill concerning the progress made thus far. It appeared, however, for the first time, that the management of the mill had objection to certain other employees whom it deemed undesirable because of their participation in the difficulty; and, until some assurance could be received from the employer that there would be no discrimination, the prospect of a settlement seemed to be as remote as ever.

On the following day the Board was at Lowell, and had an interview with the treasurer, the agent and the superintendent of the Hamilton Mills, with the result that objection to any striker other than the four discharged men was set aside, and a promise was received that all would be reinstated without prejudice or discrimination. The question of extra compensation for overtime work was then considered, and the management assured the Board that no overtime would be required in the future, except in case of emergency, whereupon the question of extra rate of pay would be considered.

On offering to reinstate all the past employees without discrimination, the management also wished it understood that this was not meant to be all at once, but only so fast as repairs of machinery, then in process, would permit.

The workmen's committee, on learning the substance of this interview, did not feel sufficiently warranted to declare the strike off, but expressed their willingness to return to work on the terms transmitted by the Board. They undertook to secure, if possible, a vote to that effect of the employees in interest, at their meeting to be held in the evening of September 27.

At this stage a change in the personnel of the committee and a misunderstanding of the terms transmitted led to the strikers' rejection, in full meeting, of the proposition to return to work. This being communicated to the Board, a member went the next day to Lowell and attended another meeting held that evening, September 28, at the strikers' headquarters, where the true situation was fully explained to the union by him. Another vote was taken thereupon, which unanimously reversed the vote of the

previous meeting, and determined the return of all hands as soon as the mill might be ready to receive them.

On the 29th this final resolve of the workmen was communicated officially by the Board to the management, and arrangements were made to receive as many of those who would return as could be accommodated. There was reason to believe that all applicants would be taken back in a short time. In a few days the work in the Hamilton Mills was going on the same as before the strike.

MERRIMACK MANUFACTURING COMPANY—  
LOWELL.

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In September the print workers employed in the Merrimack Mills at Lowell demanded “time and a quarter,” or 25 per cent. extra for work in excess of eight hours. No reply to the demand had been received on the 17th, when at the end of the work day, as they reckoned it, they withdrew. This was in contravention of a notice posted in the mills by the management, to the effect that such withdrawal should be considered final. The next day none of them returned to work, and a long contest was inaugurated. A strike committee was appointed to act in conjunction with a like number of recent employees of the Hamilton Mills. Several departments were involved; on the 19th some women employees quit work in sympathy, and about 400 operatives were out of employment. On the 22d, when the strikers were paid off, each received a yellow slip, which was interpreted as a discharge. Other help was hired in their places. In marked contrast with the strike at the Hamilton Mills, in another quarter of the city, some street rows threatened the public peace, but there was no serious rioting. The Board was at Lowell on the day of the strike, and from that time on had a number of interviews with the parties. The employer stated that overtime work was necessary to steady employment, and therefore

of advantage to the operatives. Hence, they could not fairly insist on extra pay for it. Moreover, it was not in his power to grant such a demand, since none of his competitors paid it.

At a conference between the Board and a committee of the workmen, the latter requested the Board to convey to the management a proposition that all hands be reinstated, and the matter be referred to the Board for arbitration.

This proposition was taken by a member of the Board to the management on September 27, and was respectfully declined by it.

A committee of citizens was appointed by the mayor for the purpose of endeavoring to adjust the difficulty; but it held only one meeting, discussed the difficulty and adjourned, subject to call.

On October 2 the following correspondence was made public: —

LOWELL, MASS., September 29, 1900.

JOHN W. PEAD, Esq.

DEAR SIR: — I have the honor to inform you that John O'Hare and Patrick J. Mahoney who stated that they were a committee appointed by the men who were formerly in the employ of the Merrimack Manufacturing Company, requested me that I should write you and state the propositions of the former employees of the company for a settlement of the unfortunate difference existing between them and the authorities of the corporation, and it is this: that the men return to work in a body; that the corporation then appoint one man, the men appoint a man, and those two appoint a third, all questions in dispute to be submitted to them for arbitration, their decision to be finale and both parties agreeing to abide by the decision. I have submitted the proposition to you as the person highest in authority in Lowell, to speak for the Merrimack Company, as the mayor of the city in which we are all



interested, and love, that something may be done to adjust this matter, and that good feeling and harmony may exist between the employers and the employed.

Respectfully yours,

JEREMIAH CROWLEY, *Mayor*.

LOWELL, MASS., October 1, 1900.

*To the Honorable JEREMIAH CROWLEY, Lowell, Mass.*

DEAR SIR:—Yours of the 29th inst. at hand. The demand of the strikers at the Merrimack Print Works is that either overtime work cease, or that it be paid for at one-fourth more than the regular pay.

The business of the company is of such a nature that overtime work at certain seasons and in certain departments is a necessity.

If the works should be so extended as to avoid overtime, the result would be that steady employment could not be given. The present system is, therefore for the interest of the operatives, as well as of the company.

Overtime in the departments in question has always been paid for at the regular rate, and this has been the rule not only at the Merrimack but at the Hamilton, Pacific and Manchester Print Works. We should not be called upon to pay more than our competitors, neither is there anything in the condition of the print business to warrant an advance in wages at this time.

Many of the places being filled, it is impossible to take back the former employees in a body, as you propose.

The Hamilton strikers are to go back on the condition that they shall not be required to work overtime unless it is necessary. We have never worked our employees overtime when not necessary. In view of the settlement in the Hamilton case, which the strikers claim is satisfactory to them, it would seem that the strike of the Merrimack employees was unjustifiable and unnecessary. The committee stated that they did not want to strike, but were out-voted at the meeting, and the action forced upon them.

We have hired such of the strikers as have applied, so far as there were vacancies. To-day in one department 65 applied; 25 were allowed to resume work. The others will be sent for if needed. That will be our policy regarding others.

Very truly yours,

JOHN W. PEAD, *Agent*.

The attitude of the management was exactly the same as at first. Matters drifted on for another week without hope of compromise, until, after more than three weeks of trouble, the strike collapsed. Only as many as were needed could be received, and the hands began to return to their former positions as fast as the conditions within the mill would permit.

**HAMILTON MANUFACTURING COMPANY — LOWELL.**

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A misunderstanding affecting wages in the bleaching department of the Hamilton Mills at Lowell took place on October 8, and thereupon a strike of the 18 employees in that department ensued. The wage earners of other departments, who had lately been reinstated under the agreement already referred to in a preceding case, remained at work, and the difference arising in the bleaching department did not spread to any other branch of the industry.

The following day the Board, upon learning of another trouble in this mill, went to Lowell to investigate it. Interviews were had with the workmen and the management. It was learned that this new difficulty arose from a misunderstanding as to wages, caused by the introduction of machinery, and, further, that, as the men had without notice so soon after the other strike severed their connection with the mill, the employer was not willing to receive them back.

The places of the men were filled one after another, and at last accounts the mill was running full-handed.

**JORDAN, MARSH & CO.—BOSTON.**

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On October 4 the agent for the upholsterers in the employ of Jordan, Marsh & Co. had an interview with the Board in relation to a movement in his industry for higher wages per week, and filed an application requesting the Board to mediate, with a view to bringing about a settlement. There was no indication that the employer was averse to granting the demand. The agent was therefore advised to lay the demand before the firm, and endeavor in a direct way to come to an agreement and report the result. When such an effort had been made in vain, it would be proper to invoke the services of the Board. In a few days he reported that negotiations were pending, and thus far had produced good results; and on the 13th of October he notified the Board that the employer had conceded the demand.

AMERICAN HIDE AND LEATHER COMPANY.—  
LOWELL.

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A strike of 15 trimmers occurred on October 5 in the American Hide and Leather Company's tannery, known as White Brothers, at Lowell. Several employees of other departments were thrown out of work in consequence of this strike. Neither party seemed to care to make the details of the difficulty public, but it was known in a general way to be a controversy relating to prices; and the strikers claimed that, intentionally or otherwise, the company had not lived up to its promises, made in settlement of a recent difficulty. The Board had interviews with the parties, and learned that the difficulty was in way of settlement, both parties having agreed to confer with that in view.

Finally, a settlement was reached and the strikers returned to work on October 15. The employees who had been thrown out of work by reason of the strike did not return until several days later.

### A. B. FRANKLIN — BOSTON.

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On October 9 notice of a threatened strike at the shop of A. B. Franklin in Boston was received from the business agent of the Steamfitters and Helpers' Unions.

At a subsequent interview between Mr. Franklin and the business agent, the former claimed that the union had no right to order a strike until they had brought the matter before this Board, and suggested that both parties should appear before it.

After some delay, due to the illness of one of the parties, a conference was held in the presence of the Board on the 23d, and assurance was received from the business agent of the two unions involved that pending the Board's mediation no strike should be declared.

A controversy arose as to the interpretation of the agreement of October 24, 1895, which had been effected through the medium of this Board. In the discussion which ensued it was evident that both parties desired a peaceful settlement. Accordingly, when the question of revision of the agreement arose, the Board advised them to meet again, for the purpose of adjusting their views in such a manner as would enable them to maintain friendly relations, and to report the result to the Board. If, after further discussion, the matter was found too difficult to adjust in mutual conference, the Board would willingly renew its assistance. The advice was accepted. On October 30



each party called at the State House and reported to the Board that no adjustment had been made.

Mr. Franklin undertook to lay the matter before his associates in the Master Steam and Hot Water Fitters' Association for collective action, and the case then merged into the next following, in which an earnest effort was made to establish rules satisfactory to all engaged in the business.

No further threat of strike was heard from the employees of A. B. Franklin; and up to the time of writing this report the relations of employer and employed, pending the formulation of a general agreement, has been all that could be desired.

**MASTER STEAM FITTERS—BOSTON.**

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The controversy discussed in the preceding case of A. B. Franklin developed the fact that the agreement of October 24, 1895, regulating the relations of employer and employed in the steam and hot water fitting industry of Boston and vicinity was in some respects susceptible of improvement. This having been brought to the notice of the Massachusetts Master Steam and Hot Water Fitters' Association, a committee on revision was appointed, to confer with the regular committee of the wage earners. The steam fitters' helpers were not directly represented at the time said agreement was drawn up, it being thought that their interests were fully safeguarded by reason of the organic connection existing between their union and that of the fitters, the two being accustomed to act in all important matters through a joint committee, and having one business agent to conduct the ordinary affairs of both bodies; but difficulties with the helpers had arisen from time to time within the past five years, and, though amicable relations prevailed, the provisions of the agreement had been more or less disregarded. On the one side it was thought that the helpers were not sufficiently protected by an agreement which did not mention them in terms, and on the other side the opinion was gaining ground that the helpers were not sufficiently bound by such covenant.

The agreement of October 24, 1895, which it was proposed to revise and extend, was as follows:—

I. That on and after May 1, 1896, eight hours shall constitute a day's work, without any reduction of pay.

II. That nine hours shall constitute a day's work on all out-of-town work where board and expenses are paid, except in cities or towns where eight hours are recognized as a day's work by the master fitters and steam fitters of said cities or towns.

III. That, in hiring steam fitters in the future, members of the Boston Steam Fitters' Union shall be given the preference, when of equal capacity and skill.

IV. That all differences arising shall be referred to an arbitration committee.

V. In case any dispute shall arise between the Master Steam Fitters' Association and the Steam Fitters' Union of Boston which the parties are unable to settle by agreement, the matter shall be submitted to the State Board of Arbitration and Conciliation without strike or lock-out, the decision of the State Board to be final: *provided, however*, that, in case a sympathetic strike or suspension of work is ordered by the Building Trades Council of Boston and Vicinity on any building upon which members of the Boston Steam Fitters' Union are at work, a compliance with such order on their part shall not be considered a violation of this agreement.

In response to invitation by the Board, conferences were held in its presence on November 5 and 12, and on November 24 an interview was had with the legal counsel of the employees in interest.

The workmen were represented by two committees of three each from the steamfitters and the helpers' unions, and the masters by a committee of five. In these conferences, which were conducted with great earnestness on both sides, but with evident fairness, most of the articles were settled upon, but two or three remained in dispute.

The last meeting adjourned subject to a call of the Board, and, although interviews have from time to time been had

with the parties, an agreement has not yet been reached. Hope of final agreement is not relinquished, and, though nothing has been suggested that would call for a resumption of the conferences, the relations of all concerned continue to be friendly.

### CARPENTERS — MALDEN, ETC.

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On October 16, the attention of the Board having been called to a threat of striking on November 1 for the purpose of enforcing a demand for a work day of eight hours, a visit was made at the headquarters of the carpenters' union at Malden. When the law regulating the adjustment of labor disputes had been explained, and the mediation of the Board offered, the officers of the union replied that, so far as they might be authorized to negotiate in local controversies, they would accept the services of the Board rather than engage in a strike; the movement thus far, however, was due to the concerted efforts of committees of the local unions of the United Brotherhood of Carpenters and Joiners of America in six cities and towns in the metropolitan district, and would soon probably take a much wider range.

It appeared that in August the following circular had been sent to the carpenter builders of Malden: —

GENTLEMEN: — In furtherance of the agitation started by the journeymen carpenters of this city early in the season of the present year, we have decided to again appeal to you, whose interests are joined with ours, in attempting to do something that will tend to the upbuilding of the trade. Our consideration of the question has again brought us to the belief that the first remedy must be worked on lines that will give a larger volume of business, or, in other words, extend the season of building operations. This can only be attained through a shorter work day, and it is on the grounds of our undivided belief that we again ask your co-operation in establishing this most necessary reform.

Our plan is that on November 1, 1900, we establish, by putting in operation, the eight-hour work day, the same to continue through the winter months and from that on. So firm is our belief in the necessity of the short-hour day, that we are willing to sacrifice the wage question to its adoption, and would simply refer to you the fact of the low wages paid to the men of our trade, compared with that paid to other mechanics in the building line. If conditions would warrant, we would ask, in estimating on work in the spring of 1901, that this matter be kept in mind, and estimates be made on the basis of allowing the nine-hour wage for the eight-hour day. We believe by this plan the short-hour day can be introduced without fear of competition or dissatisfaction from any source, no interests will be injured, but all will be benefited on the grounds that it takes a well-conditioned labor market to make good business.

This is no new experiment. The eight-hour day is an established fact in more than one hundred and fifty cities of our country, also recognized by the national government and state government. The test has been made by employers all over the country, and they bear testimony to the general good results from the change. It is beyond the question of contradiction that no body of employers, and we do not know of a single case, where the system has been given a fair trial, that would think of going back to the old condition of long hours. This means to us the elimination of poverty, ignorance and intemperance, which lead to crime and their accompanying evils. It means to your side, as we view it, a change from the present conditions, that tend to a demoralization of business interests, caused by periodical and at times complete suspension of work, shutting off legitimate profits on the capital invested, leading in many cases to bankruptcy, which has a general effect on the entire business community. The demand for a reduction of hours of labor is not an abnormal dream of a few fanatics, but is one of the natural and inevitable tendencies of a progressive civilization. You will pardon us for the length of this appeal. Our apology is our interest and faith in the remedy we propose. We are willing to go to any length to secure your co-operation. We desire to disprove the idea of those who claim our principal object is strike, and want it understood that all possible efforts are directed on the lines of conference, rather than in the exercise of might. We feel, if you gentlemen will meet us fairly by giving us your advice, you will find that the same will receive the attention of our best judgment. We ask you to seriously consider this



appeal, and, if you can see justice back of it, send us word to that effect. If you feel our position is wrong, and needs amending, let us know where the objection is, and your opinion will be treated with respect, and no doubt lead to an understanding which will result in the accomplishment of the desired ends, — a better protection of the carpenters' trade from the stand-point of employer's and employee's interests.

Awaiting an early reply, we remain respectfully yours,

JOINT COMMITTEE OF BROOKLINE,

NEWTON, CAMBRIDGE, MALDEN, CHELSEA AND WALTHAM.

The Board was informed by members of the above joint committee that the circular had received such consideration as to warrant hope of success, but, if any obstacle to negotiation should arise, they would notify the Board.

Subsequently the carpenter builders of Brookline, Cambridge, Chelsea, Newton, Lowell, Melrose, Somerville, Waltham and other places received a similar request. The employees remained at work, and building operations proceeded as usual during the pendency of negotiations. On October 23 the following agreement was reached in Brookline.

The carpenters and builders of the town of Brookline hereby agree to put in operation the eight-hour work day for all men in our employ on the first day of November, 1900, and further agree that we will give the same a fair and faithful trial as to its effect in our business as governed by existing conditions. And the organized carpenters of the town of Brookline promise to do all in their power to prevent unfair competition, and will protect you in every way that is possible in this agreement for a better condition of our craft.

Similar agreements were effected in Chelsea and Cambridge. In Malden it was agreed that the rule should go into effect on the first day of the new year; but a misunderstanding arose which postponed the change in hours to April 1, 1901.

At the time of making this report the Board is informed that all but one of the firms in Newton had conceded the demand, and that in other cities and towns the workmen were confident of an early settlement that would be satisfactory to all concerned.

**JOHN ST. JOHN — HOLYOKE.**

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Early in October the various building crafts of Holyoke were employed in the construction of the Elmwood School, the early completion of which, corresponding with the educational needs of that city, was an object of solicitude to the mayor. The Building Trades' Council sent a committee to the city officers to request that no contract be awarded to any employer of non-union plumbers; but the Board of Public Works, having charge of the construction, did not see its way to discriminate between the citizens on such grounds. The employment of four non-union plumbers by Kennedy & Sullivan became the subject of a difficulty on the part of John St. John's carpenters, who objected to working with them. The carpenters had no relation with the plumbing contractors, and their own employer was powerless to remedy the alleged grievance.

On October 11 all the carpenters in question went out on strike. The lathers then struck for a similar reason, and in a short while construction ceased in all its branches. The State Board went to Holyoke on the 17th, and brought about a conference of all the parties interested. The master carpenters, a member of the plumbing firm, the mayor, the President of the Board of Public Works, the agent of the Building Trades Council and the four non-union journeymen plumbers, met in the mayor's office, and endeavored, by conference in the presence of the State Board, to find some

way of terminating the difficulty. The master plumber was neutral regarding his workmen's attitude towards trades-unionism, but expressed his readiness to perform his part in any fair expedient that might be devised. Mr. St. John promised his co-operation. The four non-union workmen stated that their objection to joining the union was that the required fee was excessive. The representative of the strikers, who was the business agent of the building trades council, said that he would endeavor to have the plumbers' union commute the cost of initiating the men in question to fees within their means. Mr. Sullivan of the plumbing firm volunteered to advance the amount, whatever it might be, if agreeable to them, on account of wages for work to be performed. The four journeymen accepted their employer's offer, and thereupon signed applications for membership in the plumbers' union. This solution was gratifying to all concerned. The controversy was at an end, and on the following day, October 18, all the building trades resumed operations on the Elmwood School.

The co-operation of the Hon. Arthur B. Chapin, mayor of Holyoke, contributed greatly to the speedy settlement.

The influence of the settlement extended beyond the scene of the difficulty narrated in the foregoing, and was effectual in warding off trouble in the building of the Highland School, then under contract to the same parties.

**McARTHUR BROTHERS COMPANY — CLINTON.**

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About 250 laborers employed by the Metropolitan Water Board at Clinton, in the construction of the Wachusett dam, at \$1.50 a day, learned on October 15, at the end of a half-hour's work, that the contract for the succeeding portions of the work had been awarded to McArthur Brothers Company, of Chicago, and that the new employer intended to pay for a ten-hour day at the rate of 13 1-2 cents an hour. The new price was deemed insufficient, and the laborers struck. The Board communicated with an officer of the Metropolitan Water Board, and learned that, while it was no longer the direct employer of the men in question, it would be pleased to have the Board compose the difficulty, if possible. While the Board was in Holyoke, reports were received to the effect that strangers had been put to work in the places of the strikers, and that collisions had occurred between the former employees and the newcomers. The contractors had sought and obtained police protection. On arriving at the Wachusett dam it was learned that many of the old hands had returned to work, and the chief of police assured the Board that everything was going on harmoniously, the same as before.

**FITCHBURG MACHINE COMPANY — FITCHBURG.**

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On October 25 the Board went to Fitchburg and had separate interviews with the parties to a controversy in the moulding industry. In June last the moulders employed by the Fitchburg Machine Company demanded a minimum wage of \$2.75 per day, which it afterwards changed to one of \$2.62 1-2 a day. The employer's refusal was the occasion of a strike that has lasted ever since. The employer would make no concessions, and the strikers' committee expressed a belief that it was useless to press matters at that time, for the reason that business was dull. The Board gave such advice as was calculated to facilitate negotiations whenever they might be resumed.



**M. J. PERRAULT—FITCHBURG.**

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The parties to a controversy in the foundry of M. J. Perrault were interviewed separately on October 25 at Fitchburg. The employer said that the union price, \$2.75 a day, had been demanded of him last June. He declined to entertain it, closed up the shop, but afterwards reopened it to non-union men only. Business, he said, was dull, but the situation was on the whole satisfactory to him. The employees expressed the belief that while business was at such a low ebb it would be useless to undertake anything looking towards a settlement.

**BUTCHERS AND GROCERS' CLERKS—SPRINGFIELD.**

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On October 25 the Board went to Springfield for the purpose of mediating in a controversy between the butchers and grocers of that city and clerks in their employ. Alleging that the employees in question intended to procure the discharge of non-union clerks, some of the dealers had required that men in their employ should not be members of the clerks' union. The employers also were organized, and three stores had been "boycotted."

Separate interviews were had with the secretaries representing the respective sides. Each promised to call a meeting of his organization for the purpose of appointing a conference committee, with power to negotiate a settlement, and to notify the Board of the result.

The Board went again to Springfield on November 7 and met a committee of butchers and grocers' clerks, and conferred with them on the question of settlement. The committee said that, while the relations of employers and employees were strained, there was at that time no grievance to present of such character as might be the subject of a reference to the State Board of Arbitration.

**THOMAS G. PLANT COMPANY — BOSTON.**

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On October 27 there was a strike of about 115 cutters in the factory of Thomas G. Plant Company in Roxbury, which soon involved 100 other employees and threatened to spread to all departments, including about 2,000 wage earners, all told. The strike originated with the cutters, who objected to a system of caring for the clothing which had been recently inaugurated in that factory. They apprehended that their garments would be rendered unsightly, if not damaged, especially in damp weather, by being rolled up and forced out of shape into the receptacles constructed for the purpose of guarding them.

Notice of the strike was received from the employer after the close of business hours on Saturday, October 27, and arrangements were made for a prompt visit on the following Monday, by the full Board. Early on the morning of the 29th, accordingly, the Board went to the scene of the difficulty, and, placing itself in communication with both parties, endeavored, by argument and suggestion, to reconcile them. The president of the company addressed the strikers at their meeting. He said that his system was practically the same as that adopted by the best hotels, but that his plans had not yet been fully carried out.

Thereupon the strikers passed a vote substantially as follows: that on the following morning, October 30, at 7.30 o'clock, they should return to work, place their clothing

in the usual places, as heretofore, and, awaiting the completion of Mr. Plant's arrangements, try them for one week. Mr. Plant, on his part, promised to make such changes as would meet the wishes of the help, or take down the boxes which had been prepared for storing the clothing; but he hoped that when the arrangements were completed and tried for a reasonable time they would prove satisfactory.

In this way the strike was declared off, through the efforts of the Board, and the wage earners returned to work on the following day.

**S. SHAPIRO — BOSTON.**

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The men employed in the making of skirts at S. Shapiro's factory in Boston, numbering 13, went out on strike on the 25th of October. They had recently organized a union for the purpose of enforcing redress of grievances, but the women employed were resolved not to join the union. The reason given to a member of the Board who investigated the difficulty was that the employer had aimed a blow at the principle of trades unionism in the discharge of a certain workman who had been active in attempting to reform the customs of the shop. The employer said he had not discriminated against the union, but had discharged the man in question for sufficient cause. He said the strike presented no difficulty for him, in that he had the help he needed, was running his factory full-handed, and the situation was perfectly satisfactory to him.

The mediation of the Board was recommended in case it should appear that the situation might be improved through a conference of both sides; but nothing further was heard of the matter.

### HUMPHREY & PAINE—MARBLEHEAD.

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Seventeen turn workers in the factory of Humphrey & Paine at Marblehead went out on strike on October 29 to enforce a demand for higher prices. On the 1st and 2d of November the parties were seen, and their assent to a conference was obtained. The employer presented an application for the Board's services, alleging that the prices demanded were excessive. Invitations were issued to both parties to confer at the shoe factory at Marblehead, on the 6th, with a view to settling the controversy by agreement. The appointed conference was had in the presence of the Board, and after a full discussion of the matters involved, an agreement was reached whereby the men returned to work on the next day following, with the understanding that if after trial prices were found to be excessive, the shoe council at Haverhill would take the matter under consideration, with a view to possible amendment.

On December 27 another difficulty arose between these parties, which was settled in a few hours. No further difficulty has come to our knowledge.



**BOSTON & ALBANY RAILROAD COMPANY — SPRINGFIELD.**

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On the 25th of October a strike of boiler makers in the employ of the Boston & Albany Railroad Company at West Springfield occurred, — a sequel, it was said, to an older settlement, whose terms had in some way been violated. The present grievance began in the unfriendly attitude of a foreman, and his furnishing employment to non-union men had made the breach wider, it was claimed. They now demanded, as a condition of accepting work in these shops, that the foreman be transferred to another station. On November 7 the Board went to Springfield, had an interview with the strike committee, and made appointments for the following day. On the 7th and 8th the Board was in Springfield, and mediated between the parties with a view to discovering some method by which the difficulty could be settled. The local officers of the road would make no concessions that the strikers would accept. The boiler makers' union then offered to withdraw all complaints concerning non-union men and return to work, provided the foreman be transferred to some other quarter.

The local managers of the road requested time for consideration, and promised to reply in a few days. On November 12 the grand president of the International Association of Boiler Makers of the United States, Canada and

Cuba, the president of the Springfield lodge of that association, the secretary of the Boston lodge and three others called upon the Board, and said that the attitude of the employer in Springfield was unfavorable to their demands, and that a written answer had not as yet been received from the local management, as they promised. The Board telephoned to Springfield, and was informed by the local management that the answer had been sent. The substance thereof was made known to the strikers, and they requested that the Board call upon Mr. Bliss, the president of the road, with a view not only to resolving the difficulty thus far, but to preventing a general strike of boiler makers along the lines of the road, and most particularly at Albany and at Boston.

An informal meeting was thereupon had with Mr. Bliss at his office in Boston, and, at the instance of the Board, Mr. McNeil, grand president of the national body of boiler makers, was introduced, and a conference with a view to a settlement was thereupon had in the presence of the Board. Mr. Bliss was informed that seven boiler makers in his employ would call for an interview on the morrow, and he said that he would receive them. The whole difficulty and the proposed general strike were discussed. Mr. Bliss said that, while he thought the strikers should give the foreman a further trial, he desired further time to settle the matter.

On the next day a conference of parties took place at the Boston office of the Boston & Albany road, between the president of that road and the grand president of the general body of workmen. The Board was then informed that an agreement had been reached, whereby the strikers were to return to their former positions in the forenoon of the next day, and the controversy was to be referred to the

State Board. Such information as was applicable to this juncture was given, and blank forms of application left them.

A joint application was received, signed by Messrs. Bliss and McNeil as the agents respectively of the parties in interest, praying the Board for the adjustment of their dispute. Pending the arbitration, the Board was notified on November 28 that the controversy had been settled by agreement between the parties in interest. The application was thereupon placed on file.

A difficulty that at one time threatened to "tie up" the operations of a great road was averted. All hands returned to work, and in a few days all was going the same as before.

**THOMAS G. PLANT COMPANY—BOSTON.**

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By the first week of November the Thomas G. Plant Company, shoe manufacturer of Boston, had made some changes of machinery in the department of edge setting. The employees of this department, 34 in number, who had been idle while the machines were setting up, returned to their places on November 5. Having worked with the new machines a day, they were notified that certain changes in prices had been decreed by the president of the company. The edge-setters reckoned that the new prices would reduce their pay about \$2 a week, and resented what they deemed a short notice. All but two of them left the factory on November 6, declared a strike, formed a local union, and on the 7th were affiliated with the Boot and Shoe Workers' Union.

The workmen claimed that the change was a reduction without previous notice of any kind, and "strenuously objected to such proceedings on the part of the firm."

On the other hand the employer claimed that with the new machines earnings would be greater by the new prices.

Pickets were posted on all the approaches to the factory, and threats of a general strike were made.

The Board offered its services to both parties on the 9th and 14th, but it was plainly a contest of endurance: on the one hand was a union, confident in the power of organization, and on the other was an employer, resolved to main-

tain a free shop. Both were inflexible; but the edge-setters' union, following the practice of the general body to which it belonged, was willing to confer with the employer in the presence of this Board. The president of the company, however, expressed his satisfaction with existing conditions. He had been running on full time, and would so continue. He doubted the probability of a general strike. He had all the edge-setters that he needed, and would take back none of the strikers except possibly a few of the very best. The Board notified the men that the prospect of a settlement was not good, and they expressed their determination to continue the strike.

The matter gradually passed from notice, and at latest accounts the factory was running in all departments without impediment of any kind.

**ACUSHNET MILL CORPORATION AND HATHAWAY  
MANUFACTURING COMPANY—NEW BEDFORD.**

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The Acushnet and the Hathaway mills of New Bedford are under the general direction of Joseph F. Knowles, the treasurer. On Saturday, November 17, the superintendent of the weaving department notified the loom fixers of both mills, about 100 in number, that thereafter each of them would be expected to keep adjusted and in good running order one hundred instead of eighty looms, of the kind known as Draper. This was considered a hardship by the men in question, and on the following day a special meeting of the loom fixers' union was held to consider the demand. Early in the forenoon of the 19th the president of the national union of loom fixers and the secretary of the local union asked for an interview with the treasurer; but he declined to discuss the subject except with loom fixers in his employ. They thereupon threatened a strike, and a meeting was held without delay. It was then said that the treasurer was willing to confer with his employees; but they declared a strike, and indicated which officers of their union had been selected to act for them. They took the precaution to avoid the appearance of anything like a breach of the peace, in voting not to approach the mills while the strike was on.

On the 21st the Board went to New Bedford and had separate interviews with both parties. On the 22d its good



offices were renewed. The employees were found to be willing to confer with the employer in the presence of the Board, but the treasurer was not in favor with the proposition. A further effort was made, on December 5, when it was found that the attitude of the parties was the same as before. The treasurer could not be found, but the president of the mill treasurers' association stated that under existing rules nothing could be done by his associates except on motion of Mr. Knowles, who was thus far opposed to delegating his control of the situation. It appeared that several attempts of the loom fixers to interview Mr. Knowles by committee on the subject of a settlement had resulted in a failure.

On December 5 a meeting of weavers was held, for the purpose of considering a strike, with the result that a large majority voted to go out on the following Monday, unless the loom fixers' difficulty were adjusted in the mean time. On the following Monday the weavers' strike took place. On that day, December 11, the Board was in New Bedford, and interviewed each party to the loom fixers' strike, and endeavored to arrange a conference of all the parties concerned. The treasurer of the mills persisted in saying that there was nothing to settle, and gave as a reason for refusing the mediation of the Board that its services could only have the effect of encouraging the strikers. He maintained this attitude to the end. The weavers returned to work after twelve days, but the loom fixers continued their controversy. The difficulty was never adjusted. The strike lingered until February 12, 1901, when it was declared off.

**ACUSHNET MILL CORPORATION AND HATHAWAY  
MANUFACTURING COMPANY—NEW BEDFORD.**

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During the first three weeks of the loom fixers' strike in the Acushnet and the Hathaway mills at New Bedford, the adjustment of looms was performed by men who did not follow that occupation. The weavers claimed that so much time was taken to adjust their looms that they could not make sufficient wages. They said that the management attempted to remedy the grievance by paying the weavers "stoppage pay" for the time lost in putting their looms into running order, but claimed that the stoppage pay was never reckoned fairly, and that what it added to their pay for weaving was not sufficient to procure one-half of what they required to live.

On December 5 the weavers voted to strike on the following Monday, in case the loom fixers' difficulty had not been adjusted by that time. On the 11th about 300 of them struck, according to intention. The Board attempted to mediate between the parties, but with no better result than in the case of the loom fixers. At no time was the treasurer willing to discuss the position of affairs with the weavers' representatives, and he expressed the opinion that any interposition on the part of the Board in the discharge of its duty could have but one effect, — that of rendering his former employees less amenable to reason, as he viewed it. The strike would settle itself, if it were only let alone.

On the 23d of December they voted to return on the following Monday, the 29th. It is said that when they returned on this latter date about 50 of them were refused reinstatement.

The loom fixers' difficulty lingered for several weeks, but the weavers' department had no further difficulty.

**LEONARD SHOE COMPANY—LYNN.**

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Some two years ago, during a period of depression, a reduction in price was pretty general throughout the shoe factories of Lynn. Early in December the cutters were resolved to obtain an increase over present prices, if not a restoration of the price which had been reduced. The cutters, who were members of Local Assembly 3662 of the Knights of Labor, sent their representatives to the firm on December 7, and the matter of the new price list was very thoroughly discussed. The firm, however, refused to accept it, and the men, to the number of 16, went out on strike, in consequence, at half-past ten o'clock in the morning.

The Board sought and obtained an interview with the parties, and found that they were negotiating a settlement, with much prospect of success. This proceeding was encouraged, and the parties were reminded that in case the present negotiations should fall through they could have recourse to the mediation of the State Board. The advice was cordially accepted on both sides. After a few days the parties came to an agreement.

**GEORGE W. BELONGA — LYNN.**

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A difficulty in the shoe factory of George W. Belonga at Lynn grew out of the fact that thereafter better work should be required in the department of hand-turned work; and to secure that result, one of the workmen was promoted to the position of foreman. The men of that department left their work for the purpose of holding a meeting to discuss the situation, whereupon the men were told by the employer to go to the office. They did so and were discharged.

They held a meeting on the evening of that day, December 14, decided not to work under the foreman, and demanded increased pay for the better work that had begun to be required by the firm. A strike was declared. The employer insisted that any return to work must be under the foreman in question, and at current prices. The agent of the employees informed the Board that he believed they might be invited to return at any time.

On the 18th and 19th the Board interposed, with an offer of mediation, but the employer said that nothing could be done until after the new year. Moreover the situation had materially changed since the strike was inaugurated, in that he had engaged machines, and the labor that he might need would be furnished by the machine company. It was subsequently learned, at the end of three weeks, that the machines had been delivered to the factory, but that they

had not as yet been set up. After some further delay, the men's agent and the employer met and came to an agreement. Finally, on the 14th a settlement was reached. On the 16th the major portion of the strikers had returned to work, and work in the hand-turn department was going along as smoothly as before the strike. Under the terms of the agreement, prices were increased in some items, and the foreman in question was retained in his former position.



**W. L. DOUGLAS SHOE COMPANY—BROCKTON.**

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An invitation was received by the Board on the 21st of December to meet representative lasters at their headquarters in Brockton, for the purpose of passing upon new leathers which the W. L. Douglas Shoe Company had recently introduced into the manufacture of their product at Brockton. In response to the invitation, a member of the Board went promptly to the lasters' headquarters in Brockton, and was informed that a controversy had arisen on the subject of classification, a matter which would materially affect the price of labor. Under an agreement existing between the company and its employees, all disputes not settled by direct negotiation are to be referred to the judgment of the State Board. The lasters wanted to be informed of the proper mode of procedure in this case. They were advised that this matter clearly called for the judgment of men expert in that particular calling; and they were informed of that part of the arbitration law relating to expert assistants.

On January 1, 1901, an application was received from the W. L. Douglas Shoe Company of Brockton and the lasters in its employ, and a hearing was given on the 8th. Each party nominated an expert, and they were appointed assistants to the Board for the consideration of this case, sworn and instructed in the discharge of their duties, and sent to investigate conditions and prices prevailing at com-

peting factories, according to a list of competitors agreed upon by both parties.

The investigation by expert assistants having been completed, the Board had reached the point of rendering a decision, when word was received, as the Board was ready to submit this annual report to the Legislature, that an agreement had been reached on classification of stock and price for lasting which was satisfactory to all concerned. The application was thereupon placed on file.

### PRINTERS — BOSTON.

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On December 24, 1900, the Boston Typothetæ, an association of master printers, and the Boston Typographical Union, No. 13, an organization of their employees, met by committees to consider the following demand of the wage earners: —

1. The abolition of all piece work.
2. All compositors, stone men, make-ups, etc., employed in book and job offices shall receive not less than \$18 for a week of fifty-four hours.
3. When paid by the hour, the price shall be 40 cents per hour for less than three days' work.
4. All Sunday and holiday work shall be paid for at the rate of double time for day and 80 cents per hour for night work.
5. All work done outside of regular hours scheduled by the office shall be paid for at overtime rates, viz., time and one-half.
6. All work after 12 P.M. until 7 A.M., double time.
7. Compositors working overtime shall be granted half an hour for supper, such half hour to be paid for as overtime.

On the 27th of December the State Board offered its services as mediator, in case pending negotiations should fail. On the 29th the union received the reply of the Typothetæ, as follows, being a vote passed on the 27th: —

*First, — as to the Abolition of Piece Work.* — As it is understood that no composition is done by the piece in book and job offices in Boston by men who are members of the union, it is decided that this matter requires no consideration at the present time.

*Second, — as to an Increase in the Scale of Wages.* — While in full sympathy with our employees in their desire to secure the best possible income, we consider the large increase proposed as impracticable. It should be remembered that during the years of depression through which we have recently passed the printers' trade was one of the few in which the employers were not forced to make a reduction in wages; and now, when a considerable increase of wages is being made in so many trades, this increase is practically but a return to those formerly received. Again, it is but a few months since the employing printers of Boston voluntarily reduced the number of working hours, thus increasing the cost of production fully 10 per cent. This increase it has not been possible as yet to transfer wholly to our customers, and any further increase must be borne, for a time at least, by the employers. Under the circumstances, desiring to meet our employees as liberally as possible, we will agree to a minimum scale of \$16 per week for journeymen.

In regard to section 3, it was voted that 33 cents per hour should be paid for short time work; that is, for time less than three days.

Sections 4, 5, 6 and 7 were accepted as presented.

The executive committee were instructed to transmit this official action of the Typothetæ to the Typographical Union as soon as possible.

The union replied on January 13, 1901, saying that the compromise offered by the employers' association was rejected. A larger body of employers was convened on the 15th, and passed the following vote, which was transmitted on the next day by the secretary of the Typothetæ: —

The master printers of Boston and vicinity, convened at the call of the Executive committee of the Boston Typothetæ for the purpose of considering the scale of prices proposed by Typographical Union, No. 13, learn with regret the decision of said union that the only terms it will accept are a minimum of \$18 per week and the abolition of all piece work; and believing, after the most careful consideration of the subject, that the employing printers cannot accede to these demands and remain solvent, and that the proposition of the Boston Typothetæ of a minimum rate of \$16 is

all that the present condition of business will warrant, and that the same is just and equitable, we hereby endorse said proposition, and agree each with the other to resist the demands for a higher rate or the enforcement of other conditions.

The workmen's agent thereupon sent the following reply : —

Boston, January 16, 1901.

Mr. L. A. WYMAN, *Secretary Boston Typothetæ*.

DEAR SIR : — Your letter of even date received, and contents noted. As it appears that our scale committee can do no further business with the Typothetæ, the scale has been placed in the hands of Mr. Henry McMahon, district organizer of the International Typographical Union, who will have full charge of the matter from this time.

Mr. McMahon will probably call upon you to-morrow.

Very truly yours,

CHARLES T. TENNEY, *Secretary Scale Committee*.

On that day also the State Board renewed its offer of assistance. Within the next six days there were five conferences between members of the Typothetæ and other master printers on the one side, and officers of the International Typographical Union on the other. On the 23d the employers' representatives made the following offer : —

Boston, January 23, 1901.

Mr. JAMES M. LYNCH, *President International Typographical Union*.

DEAR SIR : — At a meeting of the employing printers of Boston, called this day for the purpose, the following proposition was authorized : —

1. A minimum rate of \$16 per week for one year from date of agreement.

2. A minimum rate of \$16.50 per week for journeymen compositors for two years following.

3. A piece work rate of 35 cents per thousand ems for all compositors, men and women, for the full three years from date of agreement.

Respectfully yours,

J. S. CUSHING, *President*.



The Boston Typographical Union took action on the same day, accepted the offer as understood at their meeting, and the controversy was regarded as settled. It appeared that nothing remained but to draw up a formal agreement. On January 28, committees representing the respective parties met for the purpose of arranging details, when a misunderstanding arose concerning the status of women receiving weekly wages. The employees claimed and the employers denied, that women were to be placed on equal footing with men compositors. The controversy was thereupon reopened, and a strike was seriously threatened, in about 300 printing establishments, involving nearly 3,000 employees. During the first week of February the employers had interviews with the officers of the International Typographical Union, but no agreement was reached. Mr. Henry McMahon, organizer for that body, stated that the employees understood the agreement of January 23 to mean that the \$16 and \$16.50 weekly scale should apply to all journeymen and to women who are members of the union, but not necessarily to women who are not members of the union. The following correspondence explains the attitude of the parties to each other at this stage of the controversy : —

Boston, February 8, 1901.

MR. A. G. DAVIS, *Secretary Boston Typographical Union.*

DEAR SIR : — A special meeting of the Boston Typothetæ and employing printers was held yesterday. The scale of prices submitted by your committee was approved, with the exception of the words "and to women who are members of the union." These words were struck out from the fourth line, according to the sheet herein enclosed, it being understood that journeymen compositors are men. The proposition made by us to Mr. Lynch, and by him presented and advocated at your special meeting, and duly approved and adopted by your body, is therefore reaffirmed, and if an agree-



ment is reached, it is to go into effect upon the date that said agreement is signed. It is hoped that your organization will confirm its former decision, and that we may hear from you next week.

Yours truly,

L. A. WYMAN, *Secretary Boston Typothetæ.*

BOSTON, February 8, 1901.

MR. L. A. WYMAN, *Secretary Boston Typothetæ.*

DEAR SIR: — I am in receipt of your favor of even date, notifying me of the action of the Boston Typothetæ and employing printers, held yesterday. I regret very much that such action was taken, as your body must have known that Boston Typographical Union was in honor bound to stand by the weakest of its members. As I have said several times before, the union ratified the proposition submitted by International President Lynch with the distinct understanding that the time scale applied to all members of the union, male or female. Furthermore, the interpretation of the scale as submitted to the Typothetæ imposes no hardship on any employing printer in Boston, and does not materially change existing conditions. It seems to me that Typographical Union 13 has exhausted every honorable means of reaching a peaceful settlement of the question at issue, and that the Typothetæ is responsible for any future action which may be taken.

Sincerely yours,

A. G. DAVIS, *Secretary Boston Typographical Union 13.*

On the employers' side it was contended that women rarely gave more than two or three years to typesetting, and therefore could not do so well as men who had devoted their whole lives to the occupation, and that the effect of putting them on an equal footing with men would be to exclude them from the chapels. Several members of the Typothetæ consulted the Board, with a view to requesting its mediation in the event of a strike. The men of the union declared that they could not accept any settlement that did not secure the equal rights of female members.

On February 10, 1901, a strike was voted by the union,

in case of further delay on the part of the employers to acquiesce in the terms of January 23 as understood by the union, and the strike was to go into effect when declared by a strike committee. Arrangements were made for declaring a strike on the 11th, but the strike was delayed, on receipt of a request from one of the master printers. Subsequently on that day the master printers held a meeting and voted to accept the union's interpretation. Representatives of both sides thereupon met by appointment, and signed the agreement of January 23, as modified by the union.

The foregoing annual report is respectfully submitted.

WARREN A. REED,  
RICHARD P. BARRY,  
CHARLES DANA PALMER,  
*State Board of Arbitration and Conciliation.*

Boston, February 19, 1901.

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# APPENDIX.

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## APPENDIX.

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In 1886 Massachusetts and New York established state boards of arbitration.

A statute of the United States, enacted in 1888, provided for the settlement of controversies between railroads and their employees through the services of special temporary tribunals known as "boards of arbitration or commission." To form a board of arbitration each party in interest chose a member, and the two members chose a third for chairman; but when the commission was formed the President of the United States appointed two members to act with the Commissioner of Labor, who was chairman *ex officio*. Such a commission in 1894, reporting on the Chicago Strike, recommended changes in the law, and suggested to the states "the adoption of some system of conciliation and arbitration like that in use in the Commonwealth of Massachusetts." In 1898 the law was repealed, its essential provisions were re-enacted and procedure was specified with greater elaboration. The statute of 1898 requires the Chairman of the Interstate Commerce Commission and the Commissioner of Labor to mediate in one way or another between the parties with a view to inducing them either to terminate their controversy by agreement or to refer it to the board of arbitration. The board of arbitration, as under the former act, is constituted in the usual way; but when five days elapse without choice of a third member, the

duty of making such a choice devolves upon the two mediators above mentioned.

Twenty-four states in the union have thus far made constitutional or statutory provision for mediation of one kind or another in the settlement of industrial disputes. Of these the statutes of the following seventeen contemplate the administration of conciliation and arbitration laws through permanent state boards: Massachusetts, New York, Montana, Michigan, California, New Jersey, Ohio, Louisiana, Wisconsin, Minnesota, Connecticut, Illinois, Utah, Indiana, Idaho, Colorado and Kansas.

The constitution of Wyoming directs the legislature to establish courts of arbitration to determine all differences between associations of laborers and their employers, and provides for appeals to the supreme court of the state from the decisions of compulsory boards of arbitration.

Kansas was the first state to enact compulsory arbitration in creating the court of visitation in 1898. In the following year a federal court declared the enactments an attempt to confer inconsistent legislative and judicial powers upon the same body, concerning the same subject matter, and decided that the statutes were violative of the state constitution and wholly void, or void in part; but deemed it unnecessary to determine whether that body might still have and exercise the legislative and administrative powers contemplated. The power to settle strikes in the way prescribed was not considered. (See Appendix to our fourteenth annual report.) In 1900 the supreme court of Kansas (*State v. Johnson*) annulled the act which created the court of visitation, for the reason that the legislative, judicial and administrative functions were commingled and interwoven together



in a manner violative of the constitutional requirement that the three great departments of government shall be kept separate, and the powers and duties of each exercised independently of the others. The chief justice dissented.

The laws of Kansas, Iowa, Pennsylvania and Texas authorize the law courts to appoint tribunals of voluntary arbitration; and such is the law of Maryland also, which, moreover, empowers the Board of Public Works to investigate industrial controversies when the employer is a corporation, indebted to, or incorporated by, that state; to propose arbitration to the opposing parties, and if the proposition is accepted, to provide in due form for referring the case; but if either party refuse to submit to arbitration, it becomes the duty of the Board of Public Works to ascertain the cause of the controversy and report the same to the next legislature.

The law of Missouri authorizes the Commissioner of Labor Statistics to form local boards of arbitration, and, as in North Dakota, to mediate between employer and employed, if requested to do so by either, whenever a difference exists which results or threatens to result in a strike or lockout. In Nebraska it is the duty of such officer to examine into the causes of strikes and lockouts.

Following are laws, etc., relating to mediation in industrial controversies:—

## UNITED STATES.

[Public Laws, 1898.]

**Chap. 370.—An Act Concerning carriers engaged in interstate commerce and their employees.**

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled,* That the provisions of this Act shall apply to any common carrier or carriers and their officers, agents, and employees, except masters of vessels and seamen, as defined in section forty-six hundred and twelve, Revised Statutes of the United States, engaged in the transportation of passengers or property wholly by railroad, or partly by railroad and partly by water, for a continuous carriage or shipment, from one State or Territory of the United States, or the District of Columbia, to any other State or Territory of the United States, or the District of Columbia, or from any place in the United States to an adjacent foreign country, or from any place in the United States through a foreign country to any other place in the United States.

The term "railroad" as used in this Act shall include all bridges and ferries used or operated in connection with any railroad, and also all the road in use by any corporation operating a railroad, whether owned or operated under a contract, agreement, or lease; and the term "transportation" shall include all instrumentalities of shipment or carriage.

The term "employees" as used in this Act shall include all persons actually engaged in any capacity in train operation or train service of any description, and notwithstanding that the cars upon or in which they are employed may be held and operated by the carrier under lease or other contract: *Provided, however,* That this Act shall not be held to apply to employees of street railroads and shall apply only to employees engaged in railroad train service. In every such case the carrier shall be responsible for the acts and defaults of such employees in the same manner and to the same extent as if said cars were owned by it and said employees directly employed by it, and any provisions to the contrary of any such lease or other contract shall be binding only as between the parties thereto and shall not affect the obligations of said carrier either to the public or to the private parties concerned.

SEC. 2. Whenever a controversy concerning wages, hours of labor, or conditions of employment shall arise between a car-

rier subject to this Act and the employees of such carrier, seriously interrupting or threatening to interrupt the business of said carrier, the chairman of the Interstate Commerce Commission and the Commissioner of Labor shall, upon the request of either party to the controversy, with all practicable expedition, put themselves in communication with the parties to such controversy, and shall use their best efforts, by mediation and conciliation, to amicably settle the same; and if such efforts shall be unsuccessful, shall at once endeavor to bring about an arbitration of said controversy in accordance with the provisions of this Act.

SEC. 3. Whenever a controversy shall arise between a carrier subject to this Act and the employees of such carrier which cannot be settled by mediation and conciliation in the manner provided in the preceding section, said controversy may be submitted to the arbitration of a board of three persons, who shall be chosen in the manner following: One shall be named by the carrier or employer directly interested; the other shall be named by the labor organization to which the employees directly interested belong, or, if they belong to more than one, by that one of them which specially represents employees of the same grade and class and engaged in services of the same nature as said employees so directly interested: *Provided, however,* That when a controversy involves and affects the interests of two or more classes and grades of employees belonging to different labor organizations, such arbitrator shall be agreed upon and designated by the concurrent action of all such labor organizations; and in cases where the majority of such employees are not members of any labor organization, said employees may by a majority vote select a committee of their own number, which committee shall have the right to select the arbitrator on behalf of said employees. The two thus chosen shall select the third commissioner of arbitration; but, in the event of their failure to name such arbitrator within five days after their first meeting, the third arbitrator shall be named by the commissioners named in the preceding section. A majority of said arbitrators shall be competent to make a valid and binding award under the provisions hereof. The submission shall be in writing, shall be signed by the employer and by the labor organization representing the employees, shall specify the time and place of meeting of said board of arbitration, shall state the questions to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate, as follows:

First. That the board of arbitration shall commence their hearings within ten days from the date of the appointment of the third arbitrator, and shall find and file their award, as provided in this section, within thirty days from the date of the appointment of the third arbitrator; and that pending the arbitration the status existing immediately prior to the dispute shall not be changed: *Provided*, That no employee shall be compelled to render personal service without his consent.

Second. That the award and the papers and proceedings, including the testimony relating thereto certified under the hands of the arbitrators and which shall have the force and effect of a bill of exceptions, shall be filed in the clerk's office of the circuit court of the United States for the district wherein the controversy arises or the arbitration is entered into, and shall be final and conclusive upon both parties, unless set aside for error of law apparent on the record.

Third. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit: *Provided*, That no injunction or other legal process shall be issued which shall compel the performance by any laborer against his will of a contract for personal labor or service.

Fourth. That employees dissatisfied with the award shall not by reason of such dissatisfaction quit the service of the employer before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of their intention so to quit. Nor shall the employer dissatisfied with such award dismiss any employee or employees on account of such dissatisfaction before the expiration of three months from and after the making of such award without giving thirty days' notice in writing of his intention so to discharge.

Fifth. That said award shall continue in force as between the parties thereto for the period of one year after the same shall go into practical operation, and no new arbitration upon the same subject between the same employer and the same class of employees shall be had until the expiration of said one year if the award is not set aside as provided in section four. That as to individual employees not belonging to the labor organization or organizations which shall enter into the arbitration, the said arbitration and the award made therein shall not be binding, unless the said individual employees shall give assent in writing to become parties to said arbitration.



SEC. 4. The award being filed in the clerk's office of a circuit court of the United States, as hereinbefore provided, shall go into practical operation, and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent upon the record, in which case said award shall go into practical operation and judgment be entered accordingly when such exceptions shall have been finally disposed of either by said circuit court or on appeal therefrom.

At the expiration of ten days from the decision of the circuit court upon exceptions taken to said award, as aforesaid, judgment shall be entered in accordance with said decision unless during said ten days either party shall appeal therefrom to the circuit court of appeals. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided.

The determination of said circuit court of appeals upon said questions shall be final, and being certified by the clerk thereof to said circuit court, judgment pursuant thereto shall thereupon be entered by said circuit court.

If exceptions to an award are finally sustained, judgment shall be entered setting aside the award. But in such case the parties may agree upon a judgment to be entered disposing of the subject-matter of the controversy, which judgment when entered shall have the same force and effect as judgment entered upon an award.

SEC. 5. For the purposes of this Act the arbitrators herein provided for, or either of them, shall have power to administer oaths and affirmations, sign subpoenas, require the attendance and testimony of witnesses, and the production of such books, papers, contracts, agreements, and documents material to a just determination of the matters under investigation as may be ordered by the court; and may invoke the aid of the United States courts to compel witnesses to attend and testify and to produce such books, papers, contracts, agreements and documents to the same extent and under the same conditions and penalties as is provided for in the Act to regulate commerce, approved February fourth, eighteen hundred and eighty-seven, and the amendments thereto.

SEC. 6. Every agreement of arbitration under this act shall be acknowledged by the parties before a notary public or clerk

of a district or circuit court of the United States, and when so acknowledged a copy of the same shall be transmitted to the chairman of the Interstate Commerce Commission, who shall file the same in the office of said commission.

Any agreement of arbitration which shall be entered into conforming to this Act, except that it shall be executed by employees individually instead of by a labor organization as their representative, shall, when duly acknowledged as herein provided, be transmitted to the chairman of the Interstate Commerce Commission, who shall cause a notice in writing to be served upon the arbitrators, fixing a time and place for a meeting of said board, which shall be within fifteen days from the execution of said agreement of arbitration: *Provided, however,* That the said chairman of the Interstate Commerce Commission shall decline to call a meeting of arbitrators under such agreement unless it be shown to his satisfaction that the employees signing the submission represent or include a majority of all employees in the service of the same employer and of the same grade and class, and that an award pursuant to said submission can justly be regarded as binding upon all such employees.

SEC. 7. During the pendency of arbitration under this Act it shall not be lawful for the employer, party to such arbitration, to discharge the employees, parties thereto, except for inefficiency, violation of law, or neglect of duty; nor for the organization representing such employees to order, nor for the employees to unite in, aid, or abet, strikes against said employer; nor, during a period of three months after an award under such an arbitration, for such employer to discharge any such employees, except for the causes aforesaid, without giving thirty days' written notice of an intent so to discharge; nor for any of such employees, during a like period, to quit the service of said employer without just cause, without giving to said employer thirty days' written notice of an intent so to do; nor for such organization representing such employees to order, counsel, or advise otherwise. Any violation of this section shall subject the offending party to liability for damages: *Provided,* That nothing herein contained shall be construed to prevent any employer, party to such arbitration, from reducing the number of its or his employees whenever in its or his judgment business necessities require such reduction.

SEC. 8. In every incorporation under the provisions of chapter five hundred and sixty-seven of the United States Statutes



of eighteen hundred and eighty-five and eighteen hundred and eighty-six it must be provided in the articles of incorporation and in the constitution, rules, and by-laws that a member shall cease to be such by participating in or by instigating force or violence against persons or property during strikes, lockouts, or boycotts, or by seeking to prevent others from working through violence, threats, or intimidations. Members of such incorporations shall not be personally liable for the acts, debts, or obligations of the corporations, nor shall such corporations be liable for the acts of members or others in violation of law; and such corporations may appear by designated representatives before the board created by this Act, or in any suits or proceedings for or against such corporations or their members in any of the Federal courts.

SEC. 9. Whenever receivers appointed by Federal courts are in the possession and control of railroads, the employees upon such railroads shall have the right to be heard in such courts upon all questions affecting the terms and conditions of their employment, through the officers and representatives of their associations, whether incorporated or unincorporated, and no reduction of wages shall be made by such receivers without the authority of the court therefor upon notice to such employees, said notice to be not less than twenty days before the hearing upon the receivers' petition or application, and to be posted upon all customary bulletin boards along or upon the railway operated by such receiver or receivers.

SEC. 10. Any employer subject to the provisions of this Act and any officer, agent, or receiver of such employer who shall require any employee, or any person seeking employment, as a condition of such employment, to enter into an agreement, either written or verbal, not to become or remain a member of any labor corporation, association, or organization; or shall threaten any employee with loss of employment, or shall unjustly discriminate against any employee because of his membership in such a labor corporation, association, or organization; or who shall require any employee or any person seeking employment, as a condition of such employment, to enter into a contract whereby such employee or applicant for employment shall agree to contribute to any fund for charitable, social, or beneficial purposes; to release such employer from legal liability for any personal injury by reason of any benefit received from such fund beyond the proportion of the benefit

arising from the employer's contribution to such fund ; or who shall, after having discharged an employee, attempt or conspire to prevent such employee from obtaining employment, or who shall, after the quitting of an employee, attempt or conspire to prevent such employee from obtaining employment, is hereby declared to be guilty of a misdemeanor, and, upon conviction thereof in any court of the United States of competent jurisdiction in the district in which such offense was committed, shall be punished for each offense by a fine of not less than one hundred dollars and not more than one thousand dollars.

SEC. 11. Each member of said board of arbitration shall receive a compensation of ten dollars per day for the time he is actually employed, and his traveling and other necessary expenses ; and a sum of money sufficient to pay the same, together with the traveling and other necessary and proper expenses of any conciliation or arbitration had hereunder, not to exceed ten thousand dollars in any one year, to be approved by the chairman of the Interstate Commerce Commission and audited by the proper accounting officers of the Treasury, is hereby appropriated for the fiscal years ending June thirtieth, eighteen hundred and ninety-eight, and June thirtieth, eighteen hundred and ninety-nine, out of any money in the Treasury not otherwise appropriated.

SEC. 12. The Act to create boards of arbitration or commission for settling controversies and differences between railroad corporations and other common carriers engaged in interstate or territorial transportation of property or persons and their employees, approved October first, eighteen hundred and eighty-eight, is hereby repealed.

Approved, June 1, 1898.

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### MASSACHUSETTS.

The law of the state concerning arbitration is as follows, being chapter 263 of the Acts of 1886, approved June 2, entitled, "An Act to provide for a State Board of Arbitration, for the settlement of differences between employers and their employees," as amended by St. 1887, chapter 269 ; St. 1888, chapter 261 ; and St. 1890, chapter 385 ; also St. 1892, chapter 382.

SECTION 1. The governor, with the advice and consent of the council, shall, on or before the first day of July in the year eighteen hundred and eighty-six, appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be selected from some labor organization and not an employer of labor, the third shall be appointed upon the recommendation of the other two : *provided, however*, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the governor. They shall hold office for one year or until their successors are appointed. On the first day of July in the year eighteen hundred and eighty-seven the governor, with the advice and consent of the council, shall appoint three members of said board in the manner above provided, one to serve for three years, one for two years and one for one year, or until their respective successors are appointed ; and on the first day of July in each year thereafter the governor shall in the same manner appoint one member of said board to succeed the member whose term then expires, and to serve for the term of three years or until his successor is appointed. If a vacancy occurs at any time, the governor shall in the same manner appoint some one to serve out the unexpired term ; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such salary as may be allowed by the board, but not exceeding twelve hundred dollars a year.

SECT. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor and council.

SECT. 3. Whenever any controversy or difference not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty-five persons in the same general line of business in any city or town in this Commonwealth, the board shall, upon application as hereinafter pro-

vided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or town where said business is carried on.

SECT. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lock-out or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request.

When notice has been given as aforesaid, each of the parties to the controversy, the employer on the one side, and the employees interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board. The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the



board information concerning the wages paid and the methods and grades of work prevailing in manufacturing establishments within the Commonwealth of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the Commonwealth such compensation as shall be allowed and certified by the board, together with all necessary travelling expenses.\* Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative in the departments of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summonses may be signed and oaths administered by any member of the board.

SECT. 5. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the general court on or before the first day of February in each year.

SECT. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory where they work.

SECT. 7. The parties to any controversy or difference as described in section three of this act may submit the matters in dispute, in writing, to a local board of arbitration and concilia-

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\* See further as to experts, their duties and compensation, St. 1892, c. 382, *post*.

tion; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or town in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the city or town in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the mayor of such city or the board of selectmen of such town, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration. Whenever it is made to appear to the mayor of a city or the board of selectmen of a town that a strike or lock-out such as described in section eight of this act is seriously threatened or actually occurs, the mayor of such city or the board of selectmen of such town shall at once notify the state board of the facts.

SECT. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the board of selectmen of a town, as provided in the preceding section or otherwise, that a strike or lock-out is seriously threatened or has actually occurred in any city or town of the Commonwealth, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lock-out was employing, not less than twenty-five persons in the same general line of business in any city or town in the Commonwealth, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, provided that a strike or lock-out has not



actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section three of this act.

SECT. 9. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the Commonwealth, as provided for in chapter one hundred and seventy-nine of the acts of the year eighteen hundred and eighty-four.

SECT. 10. The members of said state board shall until the first day of July in the year eighteen hundred and eighty-seven be paid five dollars a day each for each day of actual service; and on and after said date they shall each receive a salary at the rate of two thousand dollars a year, to be paid out of the treasury of the Commonwealth; and both before and after said date they shall be allowed their necessary travelling and other expenses, which shall be paid out of the treasury of the Commonwealth.

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[St. 1892, CHAPTER 382.]

**An Act relating to the duties and compensation of expert assistants appointed by the state board of arbitration and conciliation.**

*Be it enacted, etc., as follows:*

SECTION 1. In all controversies between an employer and his employees in which application is made to the state board of arbitration and conciliation, as provided by section four of chapter two hundred and sixty-three of the acts of the year eighteen

hundred and eighty-six as amended by section three of chapter two hundred and sixty-nine of the acts of the year eighteen hundred and eighty-seven, and by section one of chapter three hundred and eighty-five of the acts of the year eighteen hundred and ninety, said board shall appoint a fit person to act in the case as expert assistant to the board. Said expert assistants shall attend the sessions of said board when required, and no conclusion shall be announced as a decision of said board, in any case where such assistants have acted, until after notice given to them, by mail or otherwise, appointing a time and place for a final conference between said board and expert assistant on the matters included in the proposed decision. Said expert assistants shall be privileged to submit to the board, at any time before a final decision shall be determined upon and published, any facts, advice, arguments or suggestions which they may deem applicable to the case. They shall be sworn to the faithful discharge of their duties by any member of said board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive for their services from the treasury of the Commonwealth the sum of seven dollars for each day of actual service, together with all their necessary traveling expenses.

SECT. 2. This act shall take effect upon its passage. [*Approved June 15, 1892.*]

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### NEW YORK.

A state board of arbitration was established in 1886, to decide appeals from such temporary boards as might be formed in special cases when that mode of settlement had been resorted to by the parties in interest. In 1887 it was given concurrent jurisdiction, and, for the purpose of inducing agreements, mediation was added to its functions. From 1897 the state board of mediation and arbitration acted under chapter 415 of the laws of that year, known as the labor law (which was a revision and consolidation of previous enactments, being chapter XXXII of the General Laws), until February 7, 1901 (chapter 9), when a department of labor was created in three bureaus: for factory inspection, for labor statistics and

for mediation and arbitration. The affairs of the first two bureaus are each administered by a deputy appointed and removable at pleasure by the commissioner of labor.

The head of the department has special charge of the bureau of mediation and arbitration, and for such functions has for assessors the two deputy commissioners. These three constitute the board to which the following provisions of article X of the Labor Law now refer: —

§ 142. **Arbitration by the board.** — A grievance or dispute between an employer and his employes may be submitted to the board of arbitration and mediation for their determination and settlement. Such submission shall be in writing, and contain a statement in detail of the grievance or dispute and the cause thereof, and also an agreement to abide the determination of the board, and during the investigation to continue in business or at work, without a lock-out or strike.

Upon such submission the board shall examine the matter in controversy. For the purpose of such inquiry they may subpoena witnesses, compel their attendance and take and hear testimony. Witnesses shall be allowed the same fees as in courts of record. The decision of the board must be rendered within ten days after the completion of the investigation.

§ 143. **Mediation in case of strike or lock-out.** — Whenever a strike or lock-out occurs or is seriously threatened, the board shall proceed as soon as practicable to the locality thereof, and endeavor, by mediation, to effect an amicable settlement of the controversy. It may inquire into the cause thereof, and for that purpose has the same power as in the case of a controversy submitted to it for arbitration.

§ 144. **Decisions of board.** — Within ten days after the completion of every examination or investigation authorized by this article, the board or majority thereof shall render a decision, stating such details as will clearly show the nature of the controversy and the points disposed of by them, and make a written report of their findings of fact and of their recommendations to each party to the controversy.

Every decision and report shall be filed in the office of the board and a copy thereof served upon each party to the controversy, and in case of a submission to arbitration, a copy shall

be filed in the office of the clerk of the county or counties where the controversy arose.

§ 145. **Annual report.** — The board shall make an annual report to the legislature, and shall include therein such statements and explanations as will disclose the actual work of the board, the facts relating to each controversy considered by them and the decision thereon, together with such suggestions as to legislation as may seem to them conducive to harmony in the relations of employers and employees.

§ 146. **Submission of controversies to local arbitrators.** — A grievance or dispute between an employer and his employes may be submitted to a board of arbitrators, consisting of three persons, for hearing and settlement. When the employes concerned are members in good standing of a labor organization, which is represented by one or more delegates in a central body, one arbitrator may be appointed by such central body and one by the employer. The two so designated shall appoint a third, who shall be chairman of the board.

If the employes concerned in such grievance or dispute are members of good standing of a labor organization which is not represented in a central body, the organization of which they are members may select and designate one arbitrator. If such employes are not members of a labor organization, a majority thereof, at a meeting duly called for that purpose, may designate one arbitrator for such board.

§ 147. **Consent; oath; powers of arbitrators.** — Before entering upon his duties, each arbitrator so selected shall sign a consent to act and take and subscribe an oath to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be filed in the clerk's office of the county or counties where the controversy arose. When such board is ready for the transaction of business, it shall select one of its members to act as secretary, and notice of the time and place of hearing shall be given to the parties to the controversy.

The board may, through its chairman, subpoena witnesses, compel their attendance and take and hear testimony.

The board may make and enforce rules for its government and the transaction of the business before it, and fix its sessions and adjournments.



§ 148. **Decision of arbitrators.** — The board shall, within ten days after the close of the hearing, render a written decision, signed by them, giving such details as clearly show the nature of the controversy and the questions decided by them. Such decision shall be a settlement of the matter submitted to such arbitrators, unless within ten days thereafter an appeal is taken therefrom to the state board of mediation and arbitration.

One copy of the decision shall be filed in the office of the clerk of the county or counties where the controversy arose, and one copy shall be transmitted to the secretary of the state board of mediation and arbitration.

§ 149. **Appeals.** — The state board of mediation and arbitration shall hear, consider and investigate every appeal to it from any such board of local arbitrators, and its decisions shall be in writing and a copy thereof filed in the clerk's office of the county or counties where the controversy arose, and duplicate copies served upon each party to the controversy. Such decision shall be final and conclusive upon all parties to the arbitration.

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## MONTANA.

There was a law in Montana, approved Feb. 28, 1887, entitled "An Act to provide for a territorial board of arbitration for the settlement of differences between employers and employes." The Legislative Assembly of the territory on March 14, 1889, created a commission to codify laws and procedure, and to revise, simplify and consolidate statutes; and Montana became a state on November 8 of the same year.

The following is the law relating to arbitration of industrial disputes, as it appears in "The Codes and Statutes of Montana in force July 1, 1895."

### THE POLITICAL CODE.

[Part III, Title VII, Chapter XIX.]

§ 3330. There is a state board of arbitration and conciliation consisting of three members, whose term of office is two

years and until their successors are appointed and qualified. The board must be appointed by the governor, with the advice and consent of the senate. If a vacancy occurs at any time the governor shall appoint some one to serve out the unexpired term, and he may in like manner remove any member of said board. [§ 3330. *Act approved March 15, 1895.*]

§ 3331. One of the board must be an employer, or selected from some association representing employers of labor; and one of them must be a laborer, or selected from some labor organization, and not an employer of labor, and the other must be a disinterested citizen.

§ 3332. The members of the board must, before entering upon the duties of their office, take the oath required by the constitution. They shall at once organize by the choice of one of their number as chairman. Said board may appoint and remove a clerk of the board, who shall receive such compensation as may be allowed by the board, but not exceeding five dollars per day for the time employed. The board shall, as soon as possible after its organization, establish such rules or modes of procedure as are necessary, subject to the approval of the governor. [§ 3332. *Act approved March 15, 1895.*]

§ 3333. Whenever any controversy or dispute, not involving questions which may be the subject of a civil action, exists between an employer (if he employs twenty or more in the same general line of business in the state) and his employes, the board must, on application as is hereinafter provided, visit the locality of the dispute and make inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done, by either or both, to adjust said dispute, and the board must make a written decision thereon. The decision must at once be made public, and must be recorded in a book kept by the clerk of the board, and a statement thereof published in the annual report, and the board must cause a copy thereof to be filed with the clerk of the county where the dispute arose.

§ 3334. The application to the board of arbitration and conciliation must be signed by the employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties, and shall contain a concise statement of the



grievances complained of, and a promise to continue on in business or at work without any lockout or strike until the decision of said board if it shall be made within four weeks of the date of filing said application. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board; as soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given for the time and place for the hearing thereon; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given; when such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. When notice has been given as aforesaid, each of the parties to the controversy, the employer on one side, and the employes interested on the other side, may in writing nominate, and the board may appoint, one person to act in the case as expert assistant to the board.

The two persons so appointed shall be skilled in and conversant with the business or trade concerning which the dispute has arisen. It shall be their duty, under the direction of the board, to obtain and report to the board, information concerning the wages paid, the hours of labor and the methods and grades of work prevailing in manufacturing establishments, or other industries or occupations, within the state of a character similar to that in which the matters in dispute have arisen. Said expert assistants shall be sworn to the faithful discharge of their duty; such oath to be administered by any member of the board, and a record thereof shall be preserved with the record of the proceedings in the case. They shall be entitled to receive from the treasury of the state such compensation as shall be allowed and certified by the board not exceeding ——— dollars per day, together with all necessary traveling expenses. Nothing in this act shall be construed to prevent the board from appointing such other additional expert assistant or assistants as it may deem necessary, who shall be paid in like manner. Should the petitioner or petitioners fail to

perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to summon as witness any operative or employe in the department of business affected and any person who keeps the records of wages earned in those departments, and to examine them under oath, and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the board. [§ 3334. *Act approved March 15, 1895.*]

§ 3335. Upon the receipt of such application and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board, and published at the discretion of the same in an annual report to be made to the governor on or before the first day of December in each year. [§ 3335. *Act approved March 15, 1895.*]

§ 3336. Any decision made by the board is binding upon the parties who join in the application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. The notice must be given to employes by posting the same in three conspicuous places in the shop, office, factory, store, mill, or mine where the employes work.

§ 3337. The parties to any controversy or difference as described in § 3333 of this code may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may be either mutually agreed upon, or the employer may designate one of the arbitrators, the employes, or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board. Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the county in which the controversy or

difference arose, and a copy thereof shall be forwarded to the state board and entered on its records. Each of such arbitrators shall be entitled to receive from the treasury of the county in which the controversy or difference that is the subject of the arbitration exists, if such payment shall be approved by the commissioners of said county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

Whenever it is made to appear to the mayor of any city or two commissioners of any county, that a strike or lockout such as described hereafter in this section is seriously threatened or actually occurs, the mayor of such city, or said commissioners of such county, shall at once notify the state board of the fact.

Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city, or two or more commissioners of a county, as provided in this section, or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any city or county of this state, involving an employer and his present or past employes, if at the time he is employing or up to the occurrence of the strike or lockout was employing not less than twenty persons in the same general line of business in any city, town or county in this state, it shall be the duty of the state board to put itself in communication as soon as may be with such employer and employes, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them, providing that a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as above provided, or to the state board; and said state board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by § 3333 of this code.

Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to

the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be (see § 9 of Massachusetts act and make such provision as deemed best) certified to the state board of examiners for auditing, and the same shall be paid as other expenses of the state from any moneys in the state treasury. [§ 3337. *Act approved March 15, 1895.*]

§ 3338. The arbitrators hereby created must be paid five dollars for each day of actual service and their necessary traveling expenses and necessary books or record, to be paid out of the treasury of the state, as by law provided.

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### MICHIGAN.

[Public Acts, 1889, No. 238.]

**An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employés, and to authorize the creation of a State court of mediation and arbitration.**

SECTION 1. *The people of the State of Michigan enact*, That whenever any grievance or dispute of any nature shall arise between any employer and his employés, it shall be lawful to submit the same in writing to a court of arbitrators for hearing and settlement, in the manner hereinafter provided.

SEC. 2. After the passage of this act the Governor may, whenever he shall deem it necessary, with the advice and consent of the Senate, appoint a State court of mediation and arbitration, to consist of three competent persons, who shall hold their terms of office, respectively, one, two and three years, and upon the expiration of their respective terms the said term of office shall be uniformly for three years. If any vacancy happens by resignation or otherwise he shall, in the same manner, appoint an arbitrator for the residue of the term. If the Senate shall not be in session at the time any vacancy shall occur or exist, the Governor shall appoint an arbitrator to fill the vacancy, subject to the approval of the Senate when convened. Said court shall have a clerk or secretary, who shall be appointed by the court, to serve three years, whose duty it shall be to keep a full and faithful record of the proceedings of the court and also all documents, and to perform such other duties as the said



court may prescribe. He shall have power, under the direction of the court, to issue subpoenas, to administer oaths in all cases before said court, to call for and examine all books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this State. Said arbitrators and clerk shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. An office shall be set apart in the capitol by the person or persons having charge thereof, for the proper and convenient transaction of the business of said court.

SEC. 3. Any two of the arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the State. Examinations or investigations ordered by the court may be held and taken by and before any one of their number, if so directed. But the proceedings and decisions of any single arbitrator shall not be deemed conclusive until approved by the court or a majority thereof. Each arbitrator shall have power to administer oaths.

SEC. 4. Whenever any grievance or dispute of any nature shall arise between any employer and his employés, it shall be lawful for the parties to submit the same directly to said State court, and shall jointly notify said court or its clerk, in writing, of such grievance or dispute. Whenever such notification to said court or its clerk is given, it shall be the duty of said court to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said court, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree in writing to submit to the decision of said court as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike, until the decision of said court, provided it shall be rendered within ten days after the completion of the investigation. The court shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony, under oath, in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same

extent as such power is possessed by courts of record, or the judges thereof, in this State.

SEC. 5. After the matter has been fully heard the said board, or majority of its members, shall, within ten days, render a decision thereon in writing, signed by them, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the court in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

SEC. 6. Whenever a strike or lockout shall occur or is seriously threatened, in any part of the State, and shall come to the knowledge of the court, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause or causes of the controversy, and to that end the court is hereby authorized to subpœna witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section four of this act.

SEC. 7. The fees of witnesses shall be one dollar for each day's attendance, and seven cents per mile traveled by the nearest route in getting to and returning from the place where attendance is required by the court, to be allowed by the board of State auditors upon the certificate of the court. All subpœnas shall be signed by the secretary of the court, and may be served by any person of full age authorized by the court to serve the same.

SEC. 8. Said court shall make a yearly report to the Legislature, and shall include therein such statements, facts and explanations as will disclose the actual working of the court, and such suggestions as to legislation, as may seem to them conducive to harmonizing the relations of, and disputes between, employers and the wage-earning.

SEC. 9. Each arbitrator shall be entitled to five dollars per day for actual service performed, payable from the treasury of the State. The clerk or secretary shall be appointed from one of their number, and shall receive an annual salary not to ex-



ceed twelve hundred dollars, without per diem, per year, payable in the same manner.

SEC. 10. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm" "joint stock association," "company" or "corporation," as fully as if each of the last named terms was expressed in each place. [*Approved July 3, 1889.*]

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### CALIFORNIA.

**An Act to provide for a State Board of Arbitration for the settlement of differences between employers and employés, to define the duties of said Board, and to appropriate the sum of twenty-five hundred dollars therefor.**

*The People of the State of California, represented in Senate and Assembly, do enact as follows:*

SECTION 1. On or before the first day of May of each year, the Governor of the State shall appoint three competent persons to serve as a State Board of Arbitration and Conciliation. One shall represent the employers of labor, one shall represent labor employés, and the third member shall represent neither, and shall be Chairman of the Board. They shall hold office for one year and until their successors are appointed and qualified. If a vacancy occurs, as soon as possible thereafter the Governor shall appoint some one to serve the unexpired term; *provided, however*, that when the parties to any controversy or difference, as provided in section two of this Act, do not desire to submit their controversy to the State Board, they may by agreement each choose one person, and the two shall choose a third, who shall be Chairman and umpire, and the three shall constitute a Board of Arbitration and Conciliation for the special controversy submitted to it, and shall for that purpose have the same powers as the State Board. The members of the said Board or Boards, before entering upon the duties of their office, shall be sworn to faithfully discharge the duties thereof. They shall adopt such rules of procedure as they may deem best to carry out the provisions of this Act.

SEC. 2. Whenever any controversy or difference exists between an employer, whether an individual, copartnership, or corporation, which, if not arbitrated, would involve a strike or

lockout, and his employ  s, the Board shall, upon application, as hereinafter provided, and as soon as practicable thereafter, visit, if necessary, the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either, or both, to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the board.

SEC. 3. Said application shall be signed by said employer, or by a majority of his employ  s in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work, without any lockout or strike, until the decision of said Board, which must, if possible, be made within three weeks of the date of filing the application. Immediately upon the receipt of said application, the Chairman of said Board shall cause public notice to be given of the time and place for hearing. Should the petitioners fail to keep the promise made therein, the Board shall proceed no further thereupon without the written consent of the adverse party. And the party violating the contract shall pay the extra cost of the Board entailed thereby. The Board may then reopen the case and proceed to the final arbitration thereof as provided in section two hereof.

SEC. 4. The decision rendered by the Board shall be binding upon the parties who join in the application for six months, or until either party has given the other a written notice of his intention not to be further bound by the conditions thereof after the expiration of sixty days or any time agreed upon by the parties, which agreement shall be entered as a part of the decision. Said notice may be given to the employ  s by posting a notice thereof in three conspicuous places in the shop or factory where they work.

SEC. 5. Both employers and employ  s shall have the right at any time to submit to the Board complaints of grievances and ask for an investigation thereof. The Board shall decide whether the complaint is entitled to a public investigation, and if they decide in the affirmative, they shall proceed to hear the testimony, after giving notice to all parties concerned, and

publish the result of their investigations as soon as possible thereafter.

SEC. 6. The arbitrators hereby created shall be paid five dollars per day for each day of actual service, and also their necessary traveling and other expenses incident to the duties of their office shall be paid out of the State Treasury; but the expenses and salaries hereby authorized shall not exceed the sum of twenty-five hundred dollars for the two years.

SEC. 7. The sum of twenty-five hundred dollars is hereby appropriated out of any money in the State Treasury not otherwise appropriated, for the expenses of the Board for the first two years after its organization.

SEC. 8. This Act shall take effect and be in force from and after its passage. [*Approved March 10, 1891.*]

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### NEW JERSEY.

**An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a state board of arbitration.**

1. BE IT ENACTED by the Senate and General Assembly of the State of New Jersey, That whenever any grievance or dispute of any nature growing out of the relation of employer and employee shall arise or exist between employer and employees, it shall be lawful to submit all matters respecting such grievance or dispute, in writing, to a board of arbitrators, to hear, adjudicate and determine the same; said board shall consist of five persons; when the employees concerned in any such grievance or dispute as aforesaid are members in good standing of any labor organization, which is represented by one or more delegates in a central body, the said central body shall have power to designate two of said arbitrators; and the employer shall have the power to designate two others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board; in case the employees concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall have the power to select and designate two arbi-

trators for said board, and said board shall be organized as hereinbefore provided; and in case the employees concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employees, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and the said board shall be organized as hereinbefore provided.

2. *And be it enacted*, That any board as aforesaid selected may present a petition to the county judge of the county where such grievances or disputes to be arbitrated may arise, signed by at least a majority of said board, setting forth in brief terms the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving said board of arbitration; upon the presentation of said petition it shall be the duty of the said judge to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination; the said petition and order or a copy thereof shall be filed in the office of the clerk of the county in which the said judge resides.

3. *And be it enacted*, That the arbitrators so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths, to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the county wherein such arbitrators are to act; when the said board is ready for the transaction of business, it shall select one of its members to act as secretary, and the parties to the dispute shall receive notice of a time and place of hearing; the chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers, and for the attendance of witnesses, to the same extent that such power is possessed by the courts of records or the judges thereof in this state; the board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournments, and shall hear and examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matters in dispute.

4. *And be it enacted*, That after the matter has been fully heard, the said board or a majority of its members shall within ten days render a decision thereon, in writing, signed by them,



giving such details as will clearly show the nature of the decision and the matters adjudicated and determined; such adjudication and determination shall be a settlement of the matter referred to said arbitrators, unless an appeal is taken therefrom as hereinafter provided; the adjudication and determination shall be in duplicate, one copy of which shall be filed in the office of the clerk of the county, and the other transmitted to the secretary of the state board of arbitration hereinafter mentioned, together with the testimony taken before said board.

5. *And be it enacted*, That when the said board shall have rendered its adjudication and determination its powers shall cease, unless there may be in existence at the time other similar grievances or disputes between the same classes of persons mentioned in section one, and in such case such persons may submit their differences to the said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such other difference or differences.

6. *And be it enacted*, That within thirty days after the passage of this act the governor shall appoint a state board of arbitration, to consist of three competent persons, each of whom shall hold his office for the term of five years; one of said persons shall be selected from a bona fide labor organization of this state. If any vacancy happens, by resignation or otherwise, the governor shall, in the same manner, appoint an arbitrator for the residue of the term; said board shall have a secretary, who shall be appointed by and hold office during the pleasure of the board and whose duty shall be to keep a full and faithful record of the proceedings of the board and also possession of all documents and testimony forwarded by the local boards of arbitration, and perform such other duties as the said board may prescribe; he shall have power, under the direction of the board, to issue subpoenas, to administer oaths in all cases before said board, to call for and examine books, papers and documents of any parties to the controversy, with the same authority to enforce their production as is possessed by the courts of record, or the judges thereof, in this state; said arbitrators of said state board and the clerk thereof shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same; an office

shall be set apart in the capitol by the person having charge thereof, for the proper and convenient transaction of the business of said board.

7. *And be it enacted*, That an appeal may be taken from the decision of any local board of arbitration within ten days after the filing of its adjudication and determination of any case; it shall be the duty of the said state board of arbitration to hear and consider appeals from the decisions of local boards and promptly to proceed to the investigation of such cases, and the adjudication and determination of said board thereon shall be final and conclusive in the premises upon all parties to the arbitration; such adjudications and determinations shall be in writing, and a copy thereof shall be furnished to each party; any two of the state board of arbitrators shall constitute a quorum for the transaction of business, and may hold meetings at any time or place within the state; examinations or investigations ordered by the state board may be held and taken by and before any one of their number if so directed; but the proceedings and decision of any single arbitrator shall not be deemed conclusive until approved by the board or a majority thereof; each arbitrator shall have power to administer oaths.

8. *And be it enacted*, That whenever any grievance or dispute of any nature shall arise between any employer and his employees, it shall be lawful for the parties to submit the same directly to said state board in the first instance, in case such parties elect to do so, and shall jointly notify said board or its clerk, in writing, of such election; whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of grievance or dispute; the parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly and in detail, their grievances and complaints, and the cause or causes thereof, and severally agree, in writing, to submit to the decision of said board as to matters so submitted, and a promise or agreement to continue on in business or at work, without a lockout or strike until the decision of said board, provided it shall be rendered within ten days after the completion of the investigation; the board shall thereupon proceed to fully investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto,



and shall have power by its chairman or clerk, to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers, to the same extent as such power is possessed by courts of record, or the judges thereof, in this State.

9. *And be it enacted*, That after the matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision, and the points disposed of by them; the decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the clerk's office of the county where the controversy arose, and one copy shall be served on each of the parties to the controversy.

10. *And be it enacted*, That whenever a strike or lockout shall occur or is seriously threatened in any part of the state, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such controversy; and, if in its judgment it is deemed best, to inquire into the cause of the controversy, and to that end the board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers, in like manner and with the same powers as it is authorized to do by section eight of this act.

11. *And be it enacted*, That the fees of witnesses of aforesaid state board shall be fifty cents for each day's attendance and four cents per mile traveled by the nearest route in getting to or returning from the place where attendance is required by the board; all subpoenas shall be signed by the secretary of the board and may be served by any person of full age, authorized by the board to serve the same.

12. *And be it enacted*, That said board shall annually report to the legislature, and shall include in their report such statements, facts and explanations as will disclose the actual working of the board, and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and disputes between employers and employees, and the improvement of the present system of production by labor.

13. *And be it enacted*, That each arbitrator of the state board and the secretary thereof shall receive ten dollars for each and every day actually employed in the performance of his duties herein and actual expenses incurred, including such rates of mileage as are now provided by law, payable by the state treasurer on duly approved vouchers.

14. *And be it enacted*, That whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint stock association," "company," "corporation," or "individual and individuals," as fully as if each of said terms was expressed in each place.

15. *And be it enacted*, That this act shall take effect immediately. [*Approved March 24, 1892. P. L., Chap. 137.*]

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A Supplement to an act entitled "An act to provide for the amicable adjustment of grievances and disputes that may arise between employers and employees, and to authorize the creation of a state board of arbitration," approved March twenty-fourth, eighteen hundred and ninety-two, and to end the term of office of any person or persons appointed under this act.

1. BE IT ENACTED *by the Senate and General Assembly of the State of New Jersey*, That Samuel S. Sherwood, William M. Doughty, James Martin, Charles A. Houston, Joseph L. Moore be and they are hereby constituted a board of arbitration, each to serve for the term of three years from the approval of this supplement, and that each arbitrator herein named shall receive an annual salary of twelve hundred dollars per annum, in lieu of all fees, per diem compensation and mileage, and one of said arbitrators shall be chosen by said arbitrators as the secretary of said board, and he shall receive an additional compensation of two hundred dollars per annum, the salaries herein stated to be payable out of moneys in the state treasury not otherwise appropriated.

2. *And be it enacted*, That in case of death, resignation or incapacity of any member of the board, the governor shall appoint, by and with the advice and consent of the senate, an arbitrator to fill the unexpired term of such arbitrator or arbitrators so dying, resigning or becoming incapacitated.

3. *And be it enacted*, That the term of office of the arbitra-

tors now acting as a board of arbitrators, shall, upon the passage of this supplement, cease and terminate, and the persons named in this supplement as the board of arbitrators shall immediately succeed to and become vested with all the powers and duties of the board of arbitrators now acting under the provisions of the act of which this act is a supplement.

4. *And be it enacted*, That after the expiration of the terms of office of the persons named in this supplement, the governor shall appoint by and with the advice and consent of the senate their successors for the length of term and at the salary named in the first section of this supplement.

5. *And be it enacted*, That this act shall take effect immediately. [*Approved March 25, 1895. P. L., Chap. 341.*]

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## OHIO.

On March 14, 1893, Ohio adopted a law providing for a State board of arbitration. The statute, as amended May 21, 1894, and April 27, 1896, is as follows:—

**An Act to provide for a state board of arbitration for the settlement of differences between employers and their employes and to repeal an act entitled “An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration, to adjust industrial disputes between employers and employes,” passed Feb. 10, 1885.**

SECTION 1. *Be it enacted by the General Assembly of the State of Ohio*, That within thirty days after the passage of this act, the governor of the state, with the advice and consent of the senate, shall appoint three competent persons to serve as a state board of arbitration and conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor, one of them shall be an employe or an employee selected from some labor organization and not an employer of labor, and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed do not agree on the third man at the expiration of thirty days, he shall be appointed by the governor; and provided, also, that appointments made when the senate is not in session may be confirmed at the next ensuing session.

SECTION 2. One shall be appointed for one year, one for two years, and one for three years, and all appointments thereafter shall be for three years or until their respective successors are appointed in the manner above provided. If, for any reason a vacancy occurs at any time, the governor shall, in the same manner, appoint some person to serve out the unexpired term, and he may remove any member of said board.

SECTION 3. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman, and one of their number as secretary. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the governor.

SECTION 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the state exists between an employer (whether an individual, copartnership or corporation) and his employes, if, at the time he employs not less than twenty-five persons in the same general line of business in this state, the board shall, upon application as hereinafter provided and as soon as practical thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come, or be subpoenaed before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute. The term employer in this act includes several employers co-operating with respect to any such controversy or difference, and the term employes includes aggregations of employes of several employers so co-operating. And where any strike or lock-out extends to several counties, the expenses incurred under this act are not payable out of the state treasury, shall be apportioned among and paid by such counties as said board may deem equitable and may direct.

SECTION 5. Such mediation having failed to bring about an adjustment of the said differences, the board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the clerk of the city or county where said business is carried on.



SECTION 6. Said application for arbitration and conciliation to said board can be made by either or both parties to the controversy; and shall be signed in the respective instances by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employes, the board shall satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board.

SECTION 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application, without any lock-out or strike, until the decision of said board, if it shall be made within ten days of the date of filing said application; provided, a joint application may contain a stipulation that the decision of the board under such joint application shall be binding upon the parties to the extent so stipulated, and such decision to such extent may be made and enforced as a rule of court in the court of common pleas of the county from which such joint application comes, as upon a statutory award.

SECTION 8. As soon as may be, after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further therein without the written consent of the adverse party.

SECTION 9. The board shall have power to subpoena as witnesses any operative in the department of business affected, or other persons shown by affidavit, on belief, or otherwise, to have knowledge of the matters in controversy or dispute, and any who keeps the records of wages earned in such departments, and



examine them under oath touching such matters, and to require the production of books or papers containing the record of wages earned or paid. Subpœnas may be signed and oaths administered by any member of the board. A subpœna or any notice may be delivered or sent to any sheriff, constable or police officer, who shall forthwith serve or post the same, as the case may be, and make due return thereof according to directions, and for such service he shall receive the fees allowed by law in similar cases, payable from the treasurer of the county wherein the controversy to be arbitrated exists, upon the warrant of the county auditor, issued on the certificate of the board that such fees are correct and due. And the board shall have the same power and authority to maintain and enforce order at its hearings and obedience to its writs of subpoena as by law conferred on the court of common pleas for like purposes.

SECTION 10. The parties to any controversy or difference, as described in section 4 of this act, may submit the matters in dispute, in writing, to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

SECTION 11. Such local board of arbitration shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of said board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the clerk of the city or county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board.

SECTION 12. Each of such arbitrators of such a local board shall be entitled to receive from the treasury of the city or county in which the controversy or difference, that is the subject of the arbitrators exists, if such payment is approved in writing by the city council or the administrative board of such city or board of county commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration.

SECTION 13. Whenever it is made to appear to a mayor or probate judge in this state that a strike or lockout is seriously threatened, or has actually occurred, in his vicinity, he shall at once notify the state board of the fact, giving the name and location of the employer, the nature of the trouble, and the number of employes involved, so far as his information will enable him to do so. Whenever it shall come to the knowledge of the state board, either by such notice or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, in this state, involving an employer and his present or past employes, if at the time he is employing, or, up to the occurrence of the strike or lockout, was employing not less than twenty-five persons in the same general line of business in the state, it shall be the duty of the state board to put itself in communication, as soon as may be, with such employer and employes.

SECTION 14. It shall be the duty of the state board in the above described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, or, if that seems impracticable, to endeavor to persuade them to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the state board; and said board may, if it deem it advisable, investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes, and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by section 9 of this act; provided, if neither a settlement nor an arbitration be had because of the opposition thereto of one party to the controversy, such investigation and publication shall, at the request of the other party, be had. And the expense of any publication under this act shall be certified and paid as provided therein for payment of fees.

SECTION 15. Witnesses summoned by the state board shall be allowed the sum of fifty cents for each attendance, and the further sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall state in writing the amount of his travel and attendance, and said state board shall certify the amount due each

witness to the auditor of the county in which the controversy or difference exists, who shall issue his warrant upon the treasury of said county for the said amount.

SECTION 16. The said state board shall make a yearly report to the governor and legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the board, and such suggestions as to legislation as may seem to the members of the board conducive to the friendly relations of, and to the speedy and satisfactory adjustment of disputes between employers and employes.

SECTION 17. The members of said board of arbitration and conciliation hereby created shall each be paid five dollars a day for each day of actual service, and their necessary traveling and other expenses. The chairman of the board shall, quarterly, certify the amount due each member and on presentation of his certificate the auditor of state shall draw his warrant on the treasury of the state for the amount. When the state board meets at the capitol of the state, the adjutant general shall provide rooms suitable for such meeting.

SECTION 18. That an act entitled "An act to authorize the creation and to provide for the operation of tribunals of voluntary arbitration to adjust industrial disputes between employers and employes," of the Revised Statutes of the state, passed February 10, 1895, is hereby repealed.

SECTION 19. This act shall take effect and be in force from and after its passage.

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## LOUISIANA.

[No. 139.]

**An Act to provide for a State Board of Arbitration for the settlement of differences between employers and employees.**

SECTION 1. Be it enacted by the General Assembly of the State of Louisiana, that within thirty days after the passage of this act, the Governor of the State, with the advice and consent of the Senate, shall appoint five competent persons to serve as a Board of Arbitration and Conciliation in the manner hereinafter provided. Two of them shall be employers, selected or recommended by some association or Board representing em-



ployers of labor; two of them shall be employees, selected or recommended by the various labor organizations, and not an employer of labor, and the fifth shall be appointed upon the recommendation of the other four; provided however, that if the four appointed do not agree on the fifth man at the expiration of thirty days, he shall be appointed by the Governor; provided, also, that if the employers or employees fail to make their recommendation as herein provided within thirty days, then the Governor shall make said appointments in accordance with the spirit and intent of this Act; said appointments, if made when the Senate is not in session, may be confirmed at the next ensuing session.

SEC. 2. Two shall be appointed for two years, two for three years, and one, the fifth member, for four years, and all appointments thereafter shall be for four years, or until their successors are appointed in the manner above provided. If, for any reason, a vacancy occurs at any time, the Governor shall in the same manner appoint some person to serve out the unexpired term.

SEC. 3. Each member of said Board shall before entering upon the duties of his office, be sworn to the faithful discharge thereof. They shall organize at once by the choice of one of their number as chairman and one of their number as secretary. The Board shall, as soon as possible after its organization, establish rules of procedure.

SEC. 4. Whenever any controversy or difference not involving questions which may be the subject of a suit or action in any court of the State, exists between an employer, whether an individual, copartnership or corporation, and his employees, if at the time he employs not less than twenty persons in the same general line of business in any city or parish of this State, the board shall, upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, and advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute.

SEC. 5. Such mediation having failed to bring about an adjustment of the said differences, the Board shall immediately make out a written decision thereon. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement

thereof published in the annual report hereinafter provided for, and the said Board shall cause a copy thereof to be filed with the clerk of the court of the city or parish where said business is carried on.

SEC. 6. Said application for arbitration and conciliation to said Board can be made by either or both parties to the controversy, and shall be signed in the respective instances by said employer or by a majority of the employees in the department of the business in which the controversy or difference exists, or the duly authorized agent of either or both parties. When an application is signed by an agent claiming to represent a majority of such employees, the Board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving authority shall be kept secret by said board.

SEC. 7. Said application shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work in the same manner as at the time of the application without any lockout or strike until the decision of said Board, if it shall be made within ten days of the date of filing said application.

SEC. 8. As soon as may be after the receipt of said application, the secretary of said Board shall cause public notice to be given of the time and place for the hearing therein, but public notice need not be given when both parties join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the Board may order, and the Board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the Board shall proceed no further therein until said petitioner or petitioners have complied with every order and requirement of the Board.

SEC. 9. The Board shall have power to summon as witnesses any operative in the department of the business affected, and any person who keeps the records of wages earned in those departments, and examine them under oath, and to require the production of books and papers containing the record of wages earned or paid. Summons may be signed and oaths administered by any member of the Board. The Board shall have the



right to compel the attendance of witnesses or the production of papers.

SEC. 10. Whenever it is made to appear to the Mayor of a city or the judge of any District Court in any parish, other than the parish of Orleans, that a strike or lockout is seriously threatened or actually occurs, the Mayor of such city or judge of the District Court of such parish shall at once notify the State Board of the fact. Whenever it shall come to the knowledge of the State Board, either by the notice of the Mayor of a city or the judge of the District Court of the parish, as provided in the preceding part of this section, or otherwise, that a lockout or strike is seriously threatened, or has actually occurred, in any city or parish of this State, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of a strike or lockout was employing not less than twenty persons in the same general line of business in any city or parish in the State, it shall be the duty of the State Board to put itself in communication as soon as may be with such employer and employees.

SEC. 11. It shall be the duty of the State Board in the above-described cases to endeavor, by mediation or conciliation, to effect an amicable settlement between them, and to endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to the State Board of Arbitration and Conciliation; and the State Board shall, whether the same be mutually submitted to them or not, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and shall make and publish a report finding such cause or causes and assigning such responsibility or blame. The Board shall have the same powers for the foregoing purposes as are given it by Section 9 of this act.

SEC. 12. The said State Board shall make a biennial report to the Governor and Legislature, and shall include therein such statements, facts and explanations as will disclose the actual workings of the Board, and such suggestions as to legislation as may seem to the members of the board conducive to the relations of and disputes between employers and employees.

SEC. 13. The members of said State Board of Arbitration and conciliation, hereby created, shall each be paid five dollars a

day for each day of actual service, and their necessary traveling and other expenses. The chairman of the Board shall quarterly certify the amount due each member, and, on presentation of his certificate the Auditor of the State shall draw his warrant on the Treasury of the State for the amount.

SEC. 14. This act shall take effect and be in force from and after its passage. [*Approved July 12, 1894.*]

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## WISCONSIN.

[CHAPTER 364.]

**An Act to provide for a state board of arbitration and conciliation for the settlement of differences between employers and their employees.**

*The people of the state of Wisconsin, represented in senate and assembly, do enact as follows :*

SECTION 1. The governor of the state shall within sixty days after the passage and publication of this act appoint three competent persons in the manner hereinafter provided, to serve as a state board of arbitration and conciliation. One of such board shall be an employer, or selected from some association representing employers of labor; one shall be selected from some labor organization and not an employer of labor; and the third shall be appointed upon the recommendation of the other two; provided, however, that if the two appointed by the governor as herein provided do not agree upon the third member of such board at the expiration of thirty days, the governor shall appoint such third member. The members of said board shall hold office for the term of two years and until their successors are appointed. If a vacancy occurs at any time the governor shall appoint a member of such board to serve out the unexpired term, and he may remove any member of said board. Each member of such board shall before entering upon the duties of his office be sworn to support the constitution of the United States, the constitution of the state of Wisconsin, and to faithfully discharge the duties of his office. Said board shall at once organize by the choice of one of their number as chairman and another as secretary.

SECTION 2. Said board shall as soon as possible after its organization establish such rules of procedure as shall be approved by the governor and attorney-general.

SECTION 3. Whenever any controversy or difference not the subject of litigation in the courts of this state exists between an employer, whether an individual, co-partnership or corporation, and his employes, if at the time he employs not less than twenty-five persons in the same general line of business in any city, village or town in this state, said board shall upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, (if anything,) should be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be published in two or more newspapers published in the locality of such dispute, shall be recorded upon proper books of record to be kept by the secretary of said board, and a succinct statement thereof published in the annual report hereinafter provided for, and said board shall cause a copy of such decision to be filed with the clerk of the city, village or town where said business is carried on.

SECTION 4. Said application shall be signed by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievances complained of and a promise and agreement to continue in business or at work without any lockout or strike until the decision of said board; provided, however, that said board shall render its decision within thirty days after the date of filing such application. As soon as may be after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place for the hearing thereof; but public notice need not be given when both parties to the controversy join in the application and request in writing that no public notice be given. When notice has been given as aforesaid the board may in its discretion appoint two expert assistants to the board, one to be nominated by each of the parties to the controversy; provided, that nothing in this act shall be construed to prevent the board from appointing such other additional expert assistants as they may deem necessary. Such expert assistants shall be sworn to the faithful discharge of their duty, such oath to

be administered by any member of the board. Should the petitioner, or petitioners, fail to perform the promise and agreement made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have power to subpoena as witnesses any operative in the departments of business affected by the matter in controversy, and any person who keeps the records of wages earned in such departments and to examine them under oath, and to require the production of books containing the record of wages paid. Subpoenas may be signed and oaths administered by any member of the board.

SECTION 5. The decision of the board herein provided for shall be open to public inspection, shall be published in a biennial report to be made to the governor of the state with such recommendations as the board may deem proper, and shall be printed and distributed according to the provisions governing the printing and distributing of other state reports.

SECTION 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by such decision from and after the expiration of sixty days from the date of said notice. Said notice may be given by serving the same upon the employer or his representative, and by serving the same upon the employes by posting the same in three conspicuous places in the shop, factory, yard or upon the premises where they work.

SECTION 7. The parties to any controversy or difference as described in section 3 of this act may submit the matters in dispute in writing to a local board of arbitration and conciliation; said board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third, who shall be chairman of such local board; such board shall in respect to the matters referred to it have and exercise all the powers which the state board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. Such local board shall render its de-



cision in writing within ten days after the close of any hearing held by it, and shall file a copy thereof with the secretary of the state board. Each of such local arbitrators shall be entitled to receive from the treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved in writing by the mayor of such city, the board of trustees of such village, or the town board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration.

SECTION 8. Whenever it is made to appear to the mayor of a city, the village board of a village, or the town board of a town, that a strike or lockout such as is described in section 9, of this act, is seriously threatened or actually occurs, the mayor of such city, or the village board of such village, or the town board of such town, shall at once notify the state board of such facts, together with such information as may be available.

SECTION 9. Whenever it shall come to the knowledge of the state board by notice as herein provided, or otherwise, that a strike or lockout is seriously threatened, or has actually occurred, which threatens to or does involve the business interests of any city, village or town of this state, it shall be the duty of the state board to investigate the same as soon as may be and endeavor by mediation to effect an amicable settlement between employers and employes, and endeavor to persuade them, provided a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation as herein provided for, or to the state board. Said state board may if it deems advisable investigate the cause or causes of such controversy, ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame.

SECTION 10. Witnesses subpoenaed by the state board shall be allowed for their attendance and travel the same fees as are allowed to witnesses in the circuit courts of this state. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him upon approval by the board shall be paid out of the state treasury.

SECTION 11. The members of the state board shall receive the actual and necessary expenses incurred by them in the per-



formance of their duties under this act, and the further sum of five dollars a day each for the number of days actually and necessarily spent by them, the same to be paid out of the state treasury.

SECTION 12. The act shall take effect and be in force from and after its passage and publication. [*Approved April 19, 1895. Published May 3, 1895.*]

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## MINNESOTA.

[CHAPTER 170.]

**An Act to provide for the settlement of differences between employers and employes, and to authorize the creation of boards of arbitration and conciliation, and to appropriate money for the maintenance thereof.**

*Be it enacted by the Legislature of the State of Minnesota :*

SECTION 1. That within thirty (30) days after the passage of this act the governor shall, by and with the advice and consent of the senate, appoint a state board of arbitration and conciliation, consisting of three competent persons, who shall hold office until their successors are appointed. On the first Monday in January, 1897 and thereafter biennially, the governor, by and with like advice and consent, shall appoint said board, who shall be constituted as follows; One of them shall be an employer of labor, one of them shall be a member selected from some bona fide trade union and not an employer of labor, and who may be chosen from a list submitted by one or more trade and labor assemblies in the State, and the third shall be appointed upon the recommendation of the other two as hereinafter provided, and shall be neither an employe, or an employer of skilled labor; *provided* — however, that if the two first appointed do not agree in nominating one or more persons to act as the third member before the expiration of ten (10) days, the appointment shall then be made by the governor without such recommendation. Should a vacancy occur at any time, the governor shall in the same manner appoint some one having the same qualifications to serve out the unexpired term, and he may also remove any member of said board.

SEC. 2. The said board shall, as soon as possible after their appointment, organize by electing one of their members as

president and another as secretary, and establish, subject to the approval of the governor, such rules of procedure as may seem advisable.

SEC. 3. That whenever any controversy or difference arises, relating to the conditions of employment or rates of wages between any employer, whether an individual, a copartnership or corporation, and whether resident or non-resident, and his or their employes, if at the time he or it employs not less than ten (10) persons in the same general line of business in any city or town in this state, the board shall, upon application, as hereinafter provided, as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the causes thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be submitted to by either or both to adjust said dispute, and within ten days after said inquiry make a written decision thereon. This decision shall at once be made public and a short statement thereof published in a biennial report hereinafter provided for, and the said board shall also cause a copy of said decision to be filed with the clerk of the district court of the county where said business is carried on.

SEC. 4. That said application shall be signed by said employer or by a majority of his employes in the department of the business in which the controversy or difference exists, or their duly authorized agent, or by both parties, and shall contain a concise statement of the grievance alleged, and shall be verified by at least one of the signers. When an application is signed by an agent claiming to represent a majority of such employes, the board shall, before proceeding further, satisfy itself that such agent is duly authorized in writing to represent such employes, but the names of the employes giving such authority shall be kept secret by said board. Within three days after the receipt of said application the secretary of said board shall cause public notice to be given of the time and place where said hearing shall be held. But public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made notice shall be given to the parties interested in such manner as the board may order; and the board may at any stage of the proceedings cause public notice to be given notwithstanding such request.

SEC. 5. The said board shall have power to summon as witnesses any clerk, agent or employe in the departments of the business who keeps the records of wages earned in those departments, and require the production of books containing the records of wages paid. Summons may be signed and oaths administered by any member of the board. Witnesses summoned before the board shall be paid by the board the same witness fees as witnesses before a district court.

SEC. 6. That upon the receipt of an application, after notice has been given as aforesaid, the board shall proceed as before provided, and render a written decision which shall be open to public inspection, and shall be recorded upon the records of the board and published at the discretion of the same in a biennial report which shall be made to the legislature on or before the first Monday in January of each year in which the legislature is in regular session.

SEC. 7. In all cases where the application is mutual, the decision shall provide that the same shall be binding upon the parties concerned in said controversy or dispute for six months, or until sixty days after either party has given the other notice in writing of his or their intention not to be bound by the same. Such notice may be given to said employes by posting the same in three conspicuous places in the shop, factory or place of employment.

SEC. 8. Whenever it shall come to the knowledge of said board, either by notice from the mayor of a city, the county commissioners, the president of a chamber of commerce or other representative body, the president of the central labor council or assembly, or any five reputable citizens, or otherwise, that what is commonly known as a strike or lockout is seriously threatened or has actually occurred, in any city or town of the state, involving an employer and his or its present or past employes, if at the time such employer is employing, or up to the occurrence of the strike or lockout was employing, not less than ten persons in the same general line of business in any city or town in this State, and said board shall be satisfied that such information is correct, it shall be the duty of said board, within three days thereafter, to put themselves in communication with such employer and employes and endeavor by mediation to effect an amicable settlement between them, or to persuade them to submit the matter in dispute to a local board of arbitration and concilia-

tion, as hereinafter provided, or to said state board, and the said State board may investigate the cause or causes of such controversy and ascertain which party thereto is mainly responsible for the continuance of the same, and may make and publish a report assigning such responsibility. The said board shall have the same powers for the foregoing purposes as are given them by sections three and four of this act.

SEC. 9. The parties to any controversy or difference, as specified in this act, may submit the matter in dispute in writing to a local board of arbitration and conciliation; such board may either be mutually agreed upon, or the employer may designate one of the arbiters, the employes or their duly authorized agent another, and the two arbiters so designated may choose a third, who shall also be chairman of the board. Each arbiter so selected shall sign a consent to act as such, and shall take and subscribe an oath before an officer authorized to administer oaths to faithfully and impartially discharge his duty as such arbiter, which consent and oath shall be filed in the office of the clerk of the district court of the county where such dispute arises. Such board shall, in respect to the matters submitted to them, have and exercise all the powers which the state board might have and exercise, and their decisions shall have whatever binding effect may be agreed to by the parties to the controversy in the written submission. Vacancies in such local boards may be filled in the same manner as the regular appointments are made. It shall be the duty of said state board to aid and assist in the formation of such local boards throughout the state in advance of any strike or lockout, whenever and wherever in their judgment the formation of such local boards will have a tendency to prevent or allay the occurrence thereof. The jurisdiction of such local boards shall be exclusive in respect to the matters submitted to them; but they may ask and receive the advice and assistance of the state board. The decisions of such local boards shall be rendered within ten days after the close of any hearing held before them; such decision shall at once be filed with the clerk of the district court of the county in which such controversy arose, and a copy thereof shall be forwarded to the state board.

SEC. 10. Each member of said State board shall receive as compensation five (\$5) dollars a day, including mileage, for each and every day actually employed in the performance of the duties provided for by this act; such compensation shall be



paid by the state treasurer on duly detailed vouchers approved by said board and by the governor.

SEC. 11. The said board, in their biennial reports to the legislature, shall include such statements, facts and explanations as will disclose the actual workings of the board and such suggestions with regard to legislation as may seem to them conducive to harmonizing the relations of and the disputes between employers and employes; and the improvement of the present relations between labor and capital. Such biennial reports of the board shall be printed in the same manner and under the same regulations as the reports of the executive officers of the state.

SEC. 12. There is hereby annually appropriated out of any money in the state treasury not otherwise appropriated the sum of two thousand dollars, or so much thereof as may be necessary for the purposes of carrying out the provisions of this act.

SEC. 13. All acts and parts of acts inconsistent with this act are hereby repealed.

SEC. 14. This act shall take effect and be in force from and after its passage. [*Approved April 25, 1895.*]

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## CONNECTICUT.

[CHAPTER CCXXXIX.]

### **An Act creating a State Board of Mediation and Arbitration.**

*Be it enacted by the Senate and House of Representatives in General Assembly convened:*

SECTION 1. During each biennial session of the general assembly, the governor shall, with the advice and consent of the senate, appoint a state board of mediation and arbitration, to consist of three competent persons, each of whom shall hold his office for the term of two years. One of said persons shall be selected from the party which at the last general election cast the greatest number of votes for governor of this state, and one of said persons shall be selected from the party which at the last general election cast the next greatest number of votes for governor of this state, and the other of said persons shall be selected from a *bona fide* labor organization of this state. Said board shall select one of its number to act as clerk or secretary, whose duty it shall be to keep a full and faithful record of the proceedings of the board, and also to keep



and preserve all documents and testimony submitted to said board; he shall have power under the direction of the Board, to issue subpœnas, and to administer oaths in all cases before said board, and to call for and examine the books, papers and documents of the parties to such cases. Said arbitrators shall take and subscribe to the constitutional oath of office before entering upon the discharge of their duties.

SEC. 2. Whenever any grievance or dispute of any nature shall arise between any employer and his employés, it shall be lawful for the parties to submit the same directly to the state board of mediation and arbitration, in case such parties elect to do so, and shall notify said board, or its clerk, in writing, of such election. Whenever such notification to said board or its clerk is given, it shall be the duty of said board to proceed, with as little delay as possible, to the locality of such grievance or dispute, and inquire into the cause or causes of the grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said board, in writing, succinctly, clearly, and in detail, their grievances and complaints, and the cause or causes thereof, and severally promise and agree to continue in business, or at work, without a strike or lockout, until the decision of said board is rendered; *provided*, it shall be rendered within ten days after the completion of the investigation. The board shall thereupon proceed fully to investigate and inquire into the matters in controversy, and to take testimony under oath in relation thereto, and shall have power, by its chairman or clerk, to administer oaths, to issue subpœnas for the attendance of witnesses, and the production of books and papers.

SEC. 3. After a matter has been fully heard, the said board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by the members of the board, or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by said board. The decision shall be in triplicate, one copy of which shall be filed by the clerk of the board in the office of the town or city clerk in the town where the controversy arose, and one copy shall be served on each of the parties to the controversy.

SEC. 4. Whenever a strike or lockout shall occur, or is seriously threatened in any part of the state, and shall come to the knowledge of the board, it shall be its duty, and it is hereby directed to proceed, as soon as practicable, to the locality of

such strike or lockout and put itself in communication with the parties to the controversy, and endeavor by mediation to effect an amicable settlement of such strike or lockout; and, if in the judgment of said board it is best, it shall inquire into the cause or causes of the controversy, and to that end the board is hereby authorized to subpoena witnesses, and send for persons and papers.

SEC. 5. Said board shall, on or before the first day of December in each year, make a report to the Governor, and shall include therein such statements, facts, and explanations as will disclose the actual working of the board, and such suggestions as to legislation as may seem to it conducive to harmony in the relations between employers and employed, and to the improvement of the present system of production.

SEC. 6. Whenever the term "employer" or "employers" is used in this act it shall be held to include "firm," "joint-stock association," "company" or "corporation," as fully as if each of the last-named terms was expressed in each place.

SEC. 7. The members of the board shall receive as compensation for actual services rendered under this act, the sum of five dollars per day and expenses, upon presentation of their voucher to the comptroller, approved by the governor.

SEC. 8. This act shall take effect from its passage. [*Approved June 28, 1895.*]

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### ILLINOIS.

The act approved August 2, 1895, as amended in section 3 and through the insertion of sections 5*a*, 5*b*, and 6*a* by the act approved April 12, 1899, is as follows:

**An Act to create a State Board of Arbitration for the investigation or settlement of differences between employers and their employes, and to define the powers and duties of said board.**

SECTION 1. *Be it enacted by the People of the State of Illinois represented in the General Assembly:* As soon as this act shall take effect the Governor, by and with the advice and consent of the Senate, shall appoint three persons, not more than

two of whom shall belong to the same political party, who shall be styled a State "Board of Arbitration," to serve as a State Board of Arbitration and Conciliation; one and only one of whom shall be an employer of labor, and one and only one of whom shall be an employé and shall be selected from some labor organization. They shall hold office until March 1, 1897, or until their successors are appointed, but said board shall have no power to act as such until they and each of them are confirmed by the Senate. On the first day of March, 1897, the Governor, with the advice and consent of the Senate, shall appoint three persons as members of said board in the manner above provided, one to serve for one year, one for two years and one for three years, or until their respective successors are appointed, and on the first day of March in each year thereafter the Governor shall in the same manner appoint one member of said board to succeed the member whose term expires, and to serve for the term of three years, or until his successor is appointed. If a vacancy occurs at any time, the Governor shall in the same manner appoint some one to serve out the unexpired term. Each member of said board shall, before entering upon the duties of his office, be sworn to the faithful discharge thereof. The board shall at once organize by the choice of one of their number as chairman, and they shall, as soon as possible after such organization, establish suitable rules of procedure. The board shall have power to select and remove a secretary, who shall be a stenographer, and who shall receive a salary to be fixed by the board, not to exceed \$1,200 per annum and his necessary traveling expenses, on bills of items to be approved by the board, to be paid out of the State treasury.

§ 2. When any controversy or difference not involving questions which may be the subject of an action at law or a bill in equity, exists between an employer, whether an individual, copartnership or corporation, employing not less than twenty-five persons, and his employés in this State, the board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute and make a careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to

by both to adjust said dispute, and make a written decision thereof. This decision shall at once be made public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the board shall cause a copy thereof to be filed with the clerk of the city, town or village where said business is carried on.

§ 3. Said application shall be signed by said employer or by a majority of his employés in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of and a promise to continue on in business or at work without any lockout or strike until the decision of said board, if it shall be made within three weeks of the date of filing said application. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing thereon, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. The board in all cases shall have power to summon as witness any operative, or expert in the departments of business affected and any person who keeps the records of wages earned in those departments, or any other person, and to examine them under oath, and to require the production of books containing the record of wages paid, and such other books and papers as may be deemed necessary to a full and fair investigation of the matter in controversy. The board shall have power to issue subpoenas, and oaths may be administered by the chairman of the board. If any person, having been served with a subpoena or other process issued by such board, shall wilfully fail or refuse to obey the same, or to answer such question as may be proposed touching the subject matter of the inquiry or investigation, it shall be the duty of the circuit court or the county court of the county in which the hearing is being conducted, or of the judge



thereof, if in vacation, upon application by such board, duly attested by the chairman and secretary thereof, to issue an attachment for such witness and compel him to appear before such board and give his testimony or to produce such books and papers as may be lawfully required by said board; and the said court, or the judge thereof, shall have power to punish for contempt, as in other cases of refusal to obey the process and order of such court.

§ 4. Upon the receipt of such application, and after such notice, the board shall proceed as before provided, and render a written decision, which shall be open to public inspection, shall be recorded upon the records of the board and published at the discretion of the same in an annual report to be made to the Governor before the first day of March in each year.

§ 5. Said decision shall be binding upon the parties who join in said application for six months or until either party has given the other notice in writing of his or their intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employés by posting in three conspicuous places in the shop or factory where they work.

§ 5a. In the event of a failure to abide by the decision of said board in any case in which both employer and employés shall have joined in the application, any person or persons aggrieved thereby may file with the clerk of the circuit court or the county court of the county in which the offending party resides, or in the case of an employer in the county in which the place of employment is located, a duly authenticated copy of said decision, accompanied by a verified petition reciting the fact that such decision has not been complied with and stating by whom and in what respects it has been disregarded. Thereupon the circuit court or the county court (as the case may be) or the judge thereof, if in vacation, shall grant a rule against the party or parties so charged to show cause within ten days why such decision has not been complied with, which shall be served by sheriff as other process. Upon return made to the rule, the court, or the judge thereof if in vacation, shall hear and determine the question presented, and to secure a compliance with such decision, may punish the offending party or par-



ties for contempt, but such punishment shall in no case extend to imprisonment.

§ 5b. Whenever two or more employers engaged in the same general line of business, employ in the aggregate not less than twenty-five persons, and having a common difference with their employés, shall, coöperating together, make application for arbitration, or whenever such application shall be made by the employés of two or more employers engaged in the same general line of business, such employés being not less than twenty-five in number, and having a common difference with their employers, or whenever the application shall be made jointly by the employers and employés in such a case, the board shall have the same powers and proceed in the same manner as if the application had been made by one employer, or by the employés of one employer, or by both.

§ 6. Whenever it shall come to the knowledge of the State board that a strike or lockout is seriously threatened in the State, involving an employer and his employés, if he is employing not less than twenty-five persons, it shall be the duty of the State board to put itself in communication as soon as may be, with such employer or employés, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them to submit the matters in dispute to the State board.

§ 6a. It shall be the duty of the mayor of every city, and president of every incorporated town or village, whenever a strike or lockout involving more than twenty-five employés shall be threatened or has actually occurred within or near such city, incorporated town or village, to immediately communicate the fact to the state board of arbitration stating the name or names of the employer or employers and of one or more employés, with their postoffice address, the nature of the controversy or difference existing, the number of employés involved and such other information as may be required by the said board. It shall be the duty of the president or chief executive officer of every labor organization, in case of a strike or lockout, actual or threatened, involving the members of the organization of which he is an officer to immediately communicate the fact of such strike or lockout to the said board with such information

as he may possess touching the difference or controversy and the number of employés involved.

§ 7. The members of the said board shall each receive a salary of \$1,500 a year, and necessary traveling expenses, to be paid out of the treasury of the State, upon bills of particulars approved by the Governor.

§ 8. Any notice or process issued by the State Board of Arbitration, shall be served by any sheriff, coroner or constable to whom the same may be directed or in whose hands the same may be placed for service.

§ 9. Whereas, an emergency exists, therefore it is enacted that this act shall take effect and be in force from and after its passage.

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## UTAH.

### [CHAPTER LXII.]

**An Act to create a State Board of Labor, Conciliation and Arbitration, for the investigation and settlement of differences between Employers and their Employes, and to define the Powers and Duties of the said Board, and to fix their Compensation.**

*Be it enacted by the Legislature of the State of Utah :*

SECTION 1. As soon as this act shall be approved, the Governor, by and with the consent of the Senate, shall appoint three persons, not more than two of whom shall belong to the same political party, who shall be styled a State Board of Labor, Conciliation and Arbitration, to serve as a State Board of Labor, Conciliation and Arbitration, one of whom and only one of whom shall be an employer of labor, and only one of whom shall be an employe, and the latter shall be selected from some labor organization, and the third shall be some person who is neither an employe nor an employer of manual labor, and who shall be chairman of the board. One to serve for one year, one for three years and one for five years as may be designated by the Governor at the time of their appointment, and at the expiration of their terms, their successors shall be appointed in like manner for the term of four years. If a vacancy occurs at any time, the Governor shall, in the same manner appoint some one to serve the unexpired term and until the ap-

pointment and qualification of his successor. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof.

SEC. 2. The board shall at once organize by selecting from its members a secretary, and they shall, as soon as possible after such organization, establish suitable rules of procedure.

SEC. 3. When any controversy or difference, not involving questions which may be the subject of an action at law or bill in equity, exists between an employer (whether an individual, copartnership or corporation) employing not less than ten persons, and his employes, in this State, the board shall, upon application as herein provided, and as soon as practicable thereafter, visit the locality of the dispute, and make a careful inquiry into the cause thereof, hear all persons interested therein, who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof.

SEC. 4. This decision shall at once be made public, shall be recorded upon the proper book of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for.

SEC. 5. Said application shall be signed by said employer, or by a majority of his employes in the department of the business in which the controversy or difference exists, or by both parties, and shall contain a concise statement of the grievances complained of, and a promise to continue on in business or at work without any lockout or strike until a decision of said board, if it shall be made within three weeks of the date of filing the said application.

SEC. 6. As soon as may be after receiving said application, the secretary of said board shall cause public notice to be given, of the time and place for the hearing thereon, but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request is made, notice shall be given to the parties interested in such manner as the board may order, and the board may at any stage of the proceedings, cause public notice, notwithstanding such request.

“SEC. 7. The board shall have the power to summon as witnesses by subpoena any operative or expert in the department

of business affected, and any person who keeps the records of wages earned in those departments, or any other person, and to administer oaths, and to examine said witnesses and to require the production of books, papers and records. In case of a disobedience to a subpœna the board may invoke the aid of any court in the State in requiring the attendance and testimony of witnesses and the production of books, papers and documents under the provisions of this section. Any of the district courts of the State, within the jurisdiction of which such inquiry is carried on, may, in case of contumacy or refusal to obey a subpœna issued to any such witness, issue an order requiring such witness to appear before said board and produce books and papers if so ordered, and give evidence touching the matter in question. Any refusal to obey such order of the court may be punished by such court as a contempt thereof."

SEC. 8. Upon the receipt of such application and after such notice, the board shall proceed as before provided and render a written decision, and the findings of the majority shall constitute the decision of the board, which decision shall be open to public inspection, shall be recorded upon the records of the board and published in an annual report to be made to the Governor before the first day of March in each year.

SEC. 9. Said decision shall be binding upon the parties who join in said application, or who have entered their appearance before said board, until either party has given the other notice in writing of his or their intention not to be bound by the same, and for a period of 90 days thereafter. Said notice may be given to said employees by posting in three conspicuous places where they work.

SEC. 10. Whenever it shall come to the knowledge of the State board that a strike or lockout is seriously threatened in the State involving any employer and his employees, if he is employing not less than ten persons, it shall be the duty of the State board to put itself into communication as soon may be, with such employer and employees, and endeavor by mediation to effect an amicable settlement between them and endeavor to persuade them to submit the matters in dispute to the State board.

SEC. 11. The members of said board shall each receive a per diem of three dollars for each day's service while actually engaged in the hearing of any controversy between any em-



ployer and his employees, and five cents per mile for each mile necessarily traveled in going to and returning from the place where engaged in hearing such controversy, the same to be paid by the parties to the controversy, appearing before said board, and the members of said board shall receive no compensation or expenses for any other service performed under this act.

SEC. 12. Any notice or process issued by the State Board of Arbitration shall be served by any sheriff, to whom the same may be directed, or in whose hands the same may be placed for service without charge. [*Approved March 24, 1896.*]

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### INDIANA.

The following repeals parts of sections 2, 17 and 18, statute of March 4, 1897, and re-enacts its essential provisions:

**An Act providing for the creation of a Labor Commission, and defining its duties and powers, and providing for arbitrations and investigations of labor troubles; and repealing all laws and parts of laws in conflict with this act.**

SECTION 1. *Be it enacted by the General Assembly of the State of Indiana*, That there shall be, and is hereby created a commission to be composed of two electors of the State, which shall be designated the Labor Commission, and which shall be charged with the duties and vested with the powers hereinafter enumerated.

SEC. 2. The members of said Commission shall be appointed by the Governor, by and with the advice and consent of the Senate, and shall hold office for four years and until their successors shall have been appointed and qualified. One of said Commissioners shall have been for not less than ten years of his life an employe for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the labor interest as distinguished from the capitalist or employing interest. The other of said Commissioners shall have been for not less than ten years an employer of labor for wages in some department of industry in which it is usual to employ a number of persons under single direction and control, and shall be at the time of his appointment affiliated with the employing interest as distinguished from the labor interest. Neither of said Commissioners shall be less than forty



years of age; they shall not be members of the same political party, and neither of them shall hold any other State, county, or city office in Indiana during the term for which he shall be appointed. Each of said Commissioners shall take and subscribe an oath, to be endorsed upon his commission, to the effect that he will punctually, honestly, and faithfully discharge his duties as such Commissioner.

SEC. 3. Said Commission shall have a seal and shall be provided with an office at Indianapolis, and may appoint a Secretary who shall be a skillful stenographer and typewriter, and shall receive a salary of six hundred dollars per annum and his traveling expenses for every day spent by him in the discharge of duty away from Indianapolis.

SEC. 4. It shall be the duty of said Commissioners upon receiving creditable information in any manner of the existence of any strike, lockout, boycott, or other labor complication in this State affecting the labor or employment of fifty persons or more to go to the place where such complication exists, put themselves into communication with the parties to the controversy and offer their services as mediators between them. If they shall not succeed in effecting an amicable adjustment of the controversy in that way they shall endeavor to induce the parties to submit their differences to arbitration, either under the provisions of this act or otherwise, as they may elect.

SEC. 5. For the purpose of arbitration under this act, the Labor Commissioners and the Judge of the Circuit Court, of the county in which the business in relation to which the controversy shall arise, shall have been carried on shall constitute a Board of Arbitrators, to which may be added, if the parties so agree, two other members, one to be named by the employer and the other by the employes in the arbitration agreement. If the parties to the controversy are a railroad company and employes of the company engaged in the running of trains, any terminal within this State, of the road, or of any division thereof, may be taken and treated as the location of the business within the terms of this section for the purpose of giving jurisdiction to the Judge of the Circuit Court to act as a member of the Board of Arbitration.

SEC. 6. An agreement to enter into arbitration under this act shall be in writing and shall state the issue to be submitted and decided and shall have the effect of an agreement by the

parties to abide by and perform the award. Such agreement may be signed by the employer as an individual, firm or corporation, as the case may be, and execution of the agreement in the name of the employer by any agent or representative of such employer then and theretofore in control or management of the business or department of business in relation to which the controversy shall have arisen shall bind the employer. On the part of the employes, the agreement may be signed by them in their own person, not less than two-thirds of those concerned in the controversy signing, or it may be signed by a committee by them appointed. Such committee may be created by election at a meeting of the employes concerned in the controversy at which not less than two-thirds of all such employes shall be present, which election and the fact of the presence of the required number of employes at the meeting shall be evidenced by the affidavit of the chairman and secretary of such meeting attached to the arbitration agreement. If the employes concerned in the controversy, or any of them, shall be members of any labor union or workingmen's society, they may be represented in the execution of said arbitration agreement by officers or committeemen of the union or society designated by it in any manner conformable to its usual methods of transacting business, and others of the employes represented by committee as hereinbefore provided.

SEC. 7. If upon any occasion calling for the presence and intervention of the Labor Commissioners under the provisions of this act, one of said Commissioners shall be present and the other absent, the Judge of the Circuit Court of the county in which the dispute shall have arisen, as defined in section 5, shall upon the application of the Commissioners present, appoint a Commissioner *pro tem.* in the place of the absent Commissioner, and such Commissioner *pro tem.* shall exercise all the powers of a Commissioner under this act until the termination of the duties of the Commission with respect to the particular controversy upon the occasion of which the appointment shall have been made, and shall receive the same pay and allowances provided by this act for the other commissioners. Such Commissioner *pro tem.* shall represent and be affiliated with the same interests as the absent Commissioner.

SEC. 8. Before entering upon their duties the arbitrators shall take and subscribe an oath or affirmation to the effect that

they will honestly and impartially perform their duties as arbitrators and a just and fair award render to the best of their ability. The sittings of the arbitrators shall be in the court room of the Circuit Court, or such other place as shall be provided by the County Commissioners of the county in which the hearing is had. The Circuit Judge shall be the presiding member of the Board. He shall have power to issue subpoenas for witnesses who do not appear voluntarily, directed to the Sheriff of the county, whose duty it shall be to serve the same without delay. He shall have power to administer oaths and affirmations to witnesses, enforce order, and direct and control the examinations. The proceedings shall be informal in character, but in general accordance with the practice governing the Circuit Courts in the trial of civil causes. All questions of practice, or questions relating to the admission of evidence shall be decided by the presiding member of the Board summarily and without extended argument. The sittings shall be open and public, or with closed doors, as the Board shall direct. If five members are sitting as such Board three members of the Board agreeing shall have power to make an award, otherwise, two. The Secretary of the Commission shall attend the sittings and make a record of the proceedings in shorthand, but shall transcribe so much thereof only as the Commission shall direct.

SEC. 9. The arbitrators shall make their award in writing and deliver the same with the arbitration agreement and their oath as arbitrators to the Clerk of the Circuit Court of the county in which the hearing was had, and deliver a copy of the award to the employer, and a copy to the first signer of the arbitration agreement on the part of the employees. A copy of all the papers shall also be preserved in the office of the Commission at Indianapolis.

SEC. 10. The Clerk of the Circuit Court shall record the papers delivered to him as directed in the last preceding section, in the order book of the Circuit Court. Any person who was a party to the arbitration proceedings may present to the Circuit Court of the county in which the hearing was had, or the Judge thereof in vacation, a verified petition referring to the proceedings and the record of them in the order book and showing that said award has not been complied with, stating by whom and in what respect it has been disobeyed. And thereupon the Court or Judge thereof in vacation shall grant a rule against the party

or parties so charged, to show cause within five days why said award has not been obeyed, which shall be served by the Sheriff as other process. Upon return made to the rule the Judge or Court if in session, shall hear and determine the questions presented and made such order or orders directed to the parties before him *in personam*, as shall give just effect to the award. Disobedience by any party to such proceedings of any order so made shall be deemed a contempt of the court and may be punished accordingly. But such punishment shall not extend to imprisonment except in case of wilful and contumacious disobedience. In all proceedings under this section the award shall be regarded as presumptively binding upon the employer and all employes who were parties to the controversy submitted to arbitration, which presumption shall be overcome only by proof of dissent from the submission delivered to the arbitrators, or one of them, in writing before the commencement of the hearing.

SEC. 11. The Labor Commission, with the advise and assistance of the Attorney-General of the State, which he is hereby required to render, may make rules and regulations respecting proceedings in arbitrations under this act not inconsistent with this act or the law, including forms, and cause the same to be printed and furnished to all persons applying therefor, and all arbitration proceedings under this act shall thereafter conform to such rules and regulations.

SEC. 12. Any employer and his employes, not less than twenty-five in number, between whom differences exist which have not resulted in any open rupture or strike, may of their own motion apply to the Labor Commission for arbitration of their differences, and upon the execution of an arbitration agreement as hereinbefore provided, a Board of Arbitrators shall be organized in the manner hereinbefore provided, and the arbitration shall take place and the award be rendered, recorded and enforced in the same manner as in arbitrations under the provisions found in the preceding sections of this act.

SEC. 13. In all cases arising under this act requiring the attendance of a Judge of the Circuit Court as a member of an Arbitration Board, such duty shall have precedence over any other business pending in his court, and if necessary for the prompt transaction of such other business it shall be his duty to appoint some other Circuit Judge, or Judge of a Superior or the Appellate or Supreme Court to sit in the Circuit Court in his



place during the pendency of such arbitration, and such appointee shall receive the same compensation for his services as is now allowed by law to Judges appointed to sit in case of change of Judge in civil actions. In case the Judge of the Circuit Court, whose duty it shall become under this act to sit upon any Board of Arbitrators, shall be at the time actually engaged in a trial which can not be interrupted without loss and injury to the parties, and which will in his opinion continue for more than three days to come, or is disabled from acting by sickness or otherwise, it shall be the duty of such Judge to call in and appoint some other Circuit Judge, or some Judge of a Superior Court, or the Appellate or Supreme Court, to sit upon such Board of Arbitrators, and such appointed Judge shall have the same power and perform the same duties as member of the Board of Arbitration as are by this act vested in and charged upon the Circuit Judge regularly sitting, and he shall receive the same compensation now provided by law to a Judge sitting by appointment upon a change of Judge in civil cases, to be paid in the same way.

SEC. 14. If the parties to any such labor controversy as is defined in section 4 of this act shall have failed at the end of five days after the first communication of said Labor Commission with them to adjust their differences amicably, or to agree to submit the same to arbitration, it shall be the duty of the Labor Commission to proceed at once to investigate the facts attending the disagreement. In this investigation the Commission shall be entitled, upon request, to the presence and assistance of the Attorney-General of the State, in person or by deputy, whose duty it is hereby made to attend without delay, upon request by letter or telegram from the Commission. For the purpose of such investigation the Commission shall have power to issue subpoenas, and each of the Commissioners shall have power to administer oaths and affirmations. Such subpoena shall be under the seal of the Commission and signed by the Secretary of the Commission, or a member of it, and shall command the attendance of the person or persons named in it at a time and place named, which subpoena may be served and returned as other process by any Sheriff or Constable in the State. In case of disobedience of any such subpoena, or the refusal of any witness to testify, the Circuit Court of the county within which the subpoena was issued, or the Judge thereof in vacation,



shall, upon the application of the Labor Commission, grant a rule against the disobeying person or persons, or the person refusing to testify, to show cause forthwith why he or they should not obey such subpœna, or testify as required by the Commission, or be adjudged guilty of contempt, and in such proceedings such court, or the Judge thereof in vacation, shall be empowered to compel obedience to such subpœna as in the case of subpœna issued under the order and by authority of the court, or to compel a witness to testify as witnesses in court are compelled to testify. But no person shall be required to attend as a witness at any place outside the county of his residence. Witnesses called by the Labor Commission under this section shall be paid \$1.00 per diem fees out of the expense fund provided by this act, if such payment is claimed at the time of their examination.

SEC. 15. Upon the completion of the investigation authorized by the last preceding section, the Labor Commission shall forthwith report the facts thereby disclosed affecting the merits of the controversy in succinct and condensed form to the Governor, who, unless he shall perceive good reason to the contrary, shall at once authorize such report to be given out for publication. And as soon thereafter as practicable, such report shall be printed under the direction of the Commission and a copy shall be supplied to any one requesting the same.

SEC. 16. Any employer shall be entitled, in his response to the inquiries made of him by the Commission in the investigation provided for in the two last preceding sections, to submit in writing to the Commission, a statement of any facts material to the inquiry, the publication of which would be likely to be injurious to his business, and the facts so stated shall be taken and held as confidential, and shall not be disclosed in the report or otherwise.

SEC. 17. Said Commissioners shall receive a compensation of ten dollars each per diem for the time actually expended, and actual and necessary traveling expenses while absent from home in the performance of duty, and each of the two members of a Board of Arbitration chosen by the parties under the provisions of this act shall receive the same compensation for the days occupied in service upon the Board. The Attorney-General, or his deputy, shall receive his necessary and actual traveling expenses while absent from home in the service of the Commission. Such

compensation and expenses shall be paid by the Treasurer of State upon warrants drawn by the Auditor upon itemized and verified accounts of time spent and expenses paid. All such accounts, except those of the Commissioners, shall be certified as correct by the Commissioners, or one of them, and the accounts of the Commissioners shall be certified by the Secretary of the Commission. It is hereby declared to be the policy of this act that the arbitrations and investigations provided for in it shall be conducted with all reasonable promptness and dispatch, and no member of any Board of Arbitration shall be allowed payment for more than fifteen days' service in any one arbitration, and no Commissioner shall be allowed payment for more than ten days' service in the making of the investigation provided for in section 14 and sections following.

SEC. 18. For the payment of the salary of the Secretary of the Commission, the compensation of the Commissioners and other arbitrators, the traveling and hotel expenses herein authorized to be paid, and for witness fees, printing, stationery, postage, telegrams and office expenses there is hereby appropriated out of any money in the Treasury not otherwise appropriated, the sum of five thousand dollars for the year 1897 and five thousand dollars for the year 1898.

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## IDAHO.

The following bill, having remained with the governor more than ten secular days after the legislature adjourned, became a law March 20, 1897.

**An Act to provide for a State Board of Arbitration, for the Settlement of Differences between Employees and their Employers and to provide for Local Boards of Arbitration subordinate thereto.**

*Be it enacted by the Legislature of the State of Idaho :*

SECTION 1. The Governor, with the advice and consent of the Senate, shall, on or before the fourth day of March, eighteen hundred and ninety-seven, appoint three competent persons to serve as a State board of Arbitration and Conciliation in the manner hereinafter provided. One of them shall be an employer or selected from some association representing employers of labor; one of them shall be selected from some labor organization and not an employer of labor; the third shall

be appointed upon the recommendation of the other two; *Provided, however*, That if the two appointed do not agree on the third man at the expiration of thirty days, he shall then be appointed by the Governor. On or before the fourth day of March, eighteen hundred and ninety-seven, the Governor, with the advice and consent of the Senate, shall appoint three members of said board in the manner above provided; one to serve for six years; one for four years; and one for two years; or until their respective successors are appointed; and on or before the fourth day of March of each year during which the legislature of this State is in its regular biennial session thereafter, the Governor shall in the same manner appoint one member of said board to succeed the member whose term then expires and to serve for the term of six years or until his successor is appointed. If a vacancy occurs at any time, the Governor shall in the same manner appoint some one to serve out the unexpired term; and he may in like manner remove any member of said board. Each member of said board shall, before entering upon the duties of his office, be sworn to a faithful discharge thereof. They shall at once organize by the choice of one of their members as chairman. Said board shall choose one of its members as secretary and may also appoint and remove a clerk of the board, who shall receive pay only for time during which his services are actually required and that at a rate of not more than four dollars per day during such time as he may be employed.

SEC. 2. The board shall, as soon as possible after its organization, establish such rules of procedure as shall be approved by the Governor and Senate.

SEC. 3. Whenever any controversy or difference, not involving questions which may be the subject of a suit at law or bill in equity, exists between an employer, whether an individual, co-partnership or corporation, and his employees if at the time he employs not less than twenty-five persons in the same general line of business in any city or town or village or county in this State, the board shall upon application as hereinafter provided, and as soon as practicable thereafter, visit the locality of the dispute and make careful inquiry into the cause thereof, hear all persons interested therein who may come before them, advise the respective parties what, if anything, ought to be done or submitted to by either or both to adjust said dispute, and make a written decision thereof. This decision shall at once be made

public, shall be recorded upon proper books of record to be kept by the secretary of said board, and a short statement thereof published in the annual report hereinafter provided for, and the said board shall cause a copy thereof to be filed with the County Recorder of the county where such business is carried on.

SEC. 4. Said application shall be signed by said employer or by a majority of his employees in the department of the business in which the controversy or difference exists, or their duly authorized agent or by both parties and shall contain a concise statement of the grievance complained of, and a promise to continue in the business or at work without any lockout or strike until the decision of said board if it shall be made in three weeks of the date of filing said application, when an application is signed by an agent claiming to represent a majority of such employees, the board shall satisfy itself that such agent is duly authorized in writing to represent such employees, but the names of the employees giving such authority shall be kept secret by said board. As soon as may be after the receipt of said application, the secretary of said board shall cause public notice to be given of the time and place for the hearing thereof; but public notice need not be given when both parties to the controversy join in the application and present therewith a written request that no public notice be given. When such request be made, notice shall be given to the parties interested in such manner as the board may order and the board may, at any stage of the proceedings, cause public notice to be given, notwithstanding such request. Should the petitioner or petitioners fail to perform the promise made in said application, the board shall proceed no further thereupon without the written consent of the adverse party. The board shall have the power to summons as witness any operative in the departments of business affected, and any person, who keeps the records of wages earned in those departments and to examine them under oath and to require the production of books containing the record of wages paid. Summons may be signed and oaths administered by any member of the board.

SEC. 5. Upon the receipt of such application and after such notice, the board shall proceed as before provided and render a written decision which shall be open to public inspection shall be recorded upon the records of the board and published at the discretion of the same, in an annual report to be made to the



Governor of the State on or before the first day of February of each year.

SEC. 6. Said decision shall be binding upon the parties who join in said application for six months, or until either party has given the other notice in writing of his intention not to be bound by the same at the expiration of sixty days therefrom. Said notice may be given to said employees by posting the same in three conspicuous places in the shop or factory, mill or at the mine where they work or are employed.

SEC. 7. The parties to any controversy or difference as described in Section 3 of this act may submit the matters in dispute, in writing to a local board of arbitration and conciliation, such board may either be mutually agreed upon, or the employer may designate one of the arbitrators, the employees or their duly authorized agent, another, and the two arbitrators so designated may choose a third, who shall be chairman of the board.

Such board shall, in respect to the matters referred to it, have and exercise all the powers which the state board might have and exercise, and its decision shall have whatever binding effect may be agreed by the parties to the controversy in the written submission.

The jurisdiction of such board shall be exclusive in respect to the matters submitted to it, but it may ask and receive the advice and assistance of the state board. The decision of such board shall be rendered within ten days of the close of any hearing held by it; such decision shall at once be filed with the recorder of the county in which the controversy or difference arose, and a copy thereof shall be forwarded to the state board. Each of such arbitrators shall be entitled to receive from the treasury of the county in which the controversy or difference that is the subject of the arbitration exists, if such payment is approved in writing by the board of commissioners of such county, the sum of three dollars for each day of actual service, not exceeding ten days for any one arbitration, whenever it is made to appear to the mayor of a city or the board of commissioners of a county that a strike or lockout such as described in Section 8 of this act is seriously threatened or actually occurs, the mayor of such city or the board of commissioners of such county shall at once notify the state board of the facts.

SEC. 8. Whenever it shall come to the knowledge of the state board, either by notice from the mayor of a city or the



board of commissioners of a county, as provided in the preceding section or otherwise, that a strike or lockout is seriously threatened or has actually occurred in any county or town of the State, involving an employer and his present or past employees, if at the time he is employing, or up to the occurrence of the strike or lockout was employing not less than twenty-five persons in the same general line of business in any county or town in the State, it shall be the duty of the State board to put itself in communication as soon as may be with such employer, and employees, and endeavor by mediation to effect an amicable settlement between them, or to endeavor to persuade them; *Provided*, That a strike or lockout has not actually occurred or is not then continuing, to submit the matters in dispute to a local board of arbitration and conciliation, as above provided, or to the State board; and said State board may, if it deems it advisable, investigate the cause or causes of such controversy, and ascertain which party thereto is mainly responsible or blameworthy for the existence or continuance of the same, and may make and publish a report finding such cause or causes and assigning such responsibility or blame. The board shall have the same powers for the foregoing purposes as are given it by Section 3 of this act.

SEC. 9. Witnesses summoned by the State board shall be allowed the sum of fifty cents for each attendance, and the sum of twenty-five cents for each hour of attendance in excess of two hours, and shall be allowed five cents, a mile for travel each way from their respective places of employment or business to the place where the board is in session. Each witness shall certify in writing the amount of his travel and attendance, and the amount due him shall be paid forthwith by the board, and for such purpose the board shall be entitled to draw from the treasury of the State for the payment thereof any of the unappropriated moneys of the State.

SEC. 10. The members of said state board shall be paid six dollars per day for each day that they are actually engaged in the performance of their duties, to be paid out of the treasury of the State, and they shall be allowed their necessary traveling and other expenses, which shall be paid out of the treasury of the State.

## COLORADO.

[CHAPTER 2 OF THE SESSION LAWS OF 1897. *Approved March 31.*]

**An Act creating a State and local Boards of Arbitration and providing for the adjustment of differences between Employers and Employes and defining the powers and duties thereof and making an appropriation therefor.**

*Be it enacted by the General Assembly of the State of Colorado :*

SECTION 1. There shall be established a State Board of Arbitration consisting of three members, which shall be charged, among other duties provided by this Act, with the consideration and settlement by means of arbitration, conciliation and adjustment, when possible, of strikes, lockouts and labor or wage controversies arising between employers and employes.

SECTION 2. Immediately after the passage of this Act the Governor shall appoint a State Board of Arbitration, consisting of three qualified resident citizens of the State of Colorado and above the age of thirty years. One of the members of said Board shall be selected from the ranks of active members of bona fide labor organizations of the State of Colorado, and one shall be selected from active employers of labor or from organizations representing employers of labor. The third member of the Board shall be appointed by the Governor from a list which shall not consist of more than six names selected from entirely disinterested ranks submitted by the two members of the Board above designated. If any vacancy should occur in said Board, the Governor shall, in the same manner, appoint an eligible citizen for the remainder of the term, as herein before provided.

SECTION 3. The third member of said Board shall be Secretary thereof, whose duty it shall be, in addition to his duties as a member of the Board, to keep a full and faithful record of the proceedings of the Board and perform such clerical work as may be necessary for a concise statement of all official business that may be transacted. He shall be the custodian of all documents and testimony of an official character relating to the business of the Board; and shall also have, under direction of a majority of the Board, power to issue subpoenas, to administer oaths to witnesses cited before the Board, to call for and examine books, papers and documents necessary for examination in

the adjustment of labor differences, with the same authority to enforce their production as is possessed by courts of record or the judges thereof in this State.

SECTION 4. Said members of the Board of Arbitration shall take and subscribe the constitutional oath of office, and be sworn to the due and faithful performance of the duties of their respective offices before entering upon the discharge of the same. The Secretary of State shall set apart and furnish an office in the State Capitol for the proper and convenient transaction of the business of said Board.

SECTION 5. Whenever any grievance or dispute of any nature shall arise between employer and employes, it shall be lawful for the parties to submit the same directly to said Board, in case such parties elect to do so, and shall jointly notify said Board or its Clerk in writing of such desire. Whenever such notification is given it shall be the duty of said Board to proceed with as little delay as possible to the locality of such grievance or dispute, and inquire into the cause or causes of such grievance or dispute. The parties to the grievance or dispute shall thereupon submit to said Board in writing, clearly and in detail, their grievances and complaints and the cause or causes therefor, and severally agree in writing to submit to the decision of said Board as to the matters so submitted, promising and agreeing to continue on in business or at work, without a lockout or strike until the decision is rendered by the Board, provided such decision shall be given within ten days after the completion of the investigation. The Board shall thereupon proceed to fully investigate and inquire into the matters in controversy and to take testimony under oath in relation thereto; and shall have power under its Chairman or Clerk to administer oaths, to issue subpoenas for the attendance of witnesses, the production of books and papers in like manner and with the same powers as provided for in Section 3 of this Act.

SECTION 6. After the matter has been fully heard, the said Board, or a majority of its members, shall, within ten days, render a decision thereon in writing, signed by them or a majority of them, stating such details as will clearly show the nature of the decision and the points disposed of by them. The Clerk of said Board shall file four copies of such decision, one with the Secretary of State, a copy served to each of the parties to the controversy, and one copy retained by the Board.

SECTION 7. Whenever a strike or lockout shall occur or seriously threaten in any part of the State, and shall come to the knowledge of the members of the Board, or any one thereof by a written notice from either of the parties to such threatened strike or lockout, or from the Mayor or Clerk of the city or town, or from the Justice of the Peace of the district where such strike or lockout is threatened, it shall be their duty, and they are hereby directed, to proceed as soon as practicable to the locality of such strike or lockout and put themselves in communication with the parties to the controversy and endeavor by mediation to affect an amicable settlement of such controversy, and, if in their judgment it is deemed best, to inquire into the cause or causes of the controversy: and to that end the Board is hereby authorized to subpoena witnesses, compel their attendance, and send for persons and papers in like manner and with the same powers as it is authorized by Section 3 of this Act.

SECTION 8. The fees of witnesses before said Board of Arbitration shall be two dollars (\$2.00) for each day's attendance, and five (5) cents per mile over the nearest traveled routes in going to and returning from the place where attendance is required by the Board. All subpoenas shall be signed by the Secretary of the Board and may be served by any person of legal age authorized by the Board to serve the same.

SECTION 9. The parties to any controversy or difference as described in Section 5 of this Act may submit the matters in dispute in writing to a local Board of Arbitration and conciliation; said Board may either be mutually agreed upon or the employer may designate one of such arbitrators, the employes or their duly authorized agent another, and the two arbitrators so designated may choose a third who shall be Chairman of such local Board; such Board shall in respect to the matters referred to it have and exercise all the powers which the State Board might have and exercise, and its decision shall have such binding effect as may be agreed upon by the parties to the controversy in the written submission. The jurisdiction of such local Board shall be exclusive in respect to the matter submitted by it, but it may ask and receive the advice and assistance of the State Board. Such local Board shall render its decision in writing, within ten days after the close of any hearing held by it, and shall file a copy thereof with the Secretary of the State



Board. Each of such local arbitrators shall be entitled to receive from the Treasurer of the city, village or town in which the controversy or difference that is the subject of arbitration exists, if such payment is approved by the Mayor of such city, the Board of Trustees of such village, or the Town Board of such town, the sum of three dollars for each day of actual service not exceeding ten days for any one arbitration: Provided, that when such hearing is held at some point having no organized town or city government, in such case the costs of such hearing shall be paid jointly by the parties to the controversy: Provided further that in the event of any local Board of Arbitration or a majority thereof failing to agree within ten (10) days after any case being placed in their hands, the State Board shall be called upon to take charge of said case as provided by this Act.

SECTION 10. Said State Board shall report to the Governor annually, on or before the fifteenth day of November in each year, the work of the Board, which shall include a concise statement of all cases coming before the Board for adjustment.

SECTION 11. The Secretary of State shall be authorized and instructed to have printed for circulation one thousand (1,000) copies of the report of the Secretary of the Board, provided the volume shall not exceed four hundred (400) pages.

SECTION 12. Two members of the Board of Arbitration shall each receive the sum of five hundred dollars (\$500) annually, and shall be allowed all money actually and necessarily expended for traveling and other necessary expenses while in the performance of the duties of their office. The member herein designated to be the Secretary of the Board shall receive a salary of twelve hundred dollars (\$1,200) per annum. The salaries of the members shall be paid in monthly instalments by the State Treasurer upon the warrants issued by the Auditor of the State. The other expenses of the Board shall be paid in like manner upon approved vouchers signed by the Chairman of the Board of Arbitration and the Secretary thereof.

SECTION 13. The terms of office of the members of the Board shall be as follows: That of the members who are to be selected from the ranks of labor organizations and from the active employers of labor shall be for two years, and thereafter every two years the Governor shall appoint one from each class for the period of two years. The third member of the Board shall



be appointed as herein provided every two years. The Governor shall have power to remove any members of said Board for cause and fill any vacancy occasioned thereby.

SECTION 14. For the purpose of carrying out the provisions of this Act there is hereby appropriated out of the General Revenue Fund the sum of seven thousand dollars for the fiscal years 1897 and 1898, only one-half of which shall be used in each year, or so much thereof as may be necessary, and not otherwise appropriated.

SECTION 15. In the opinion of the General Assembly an emergency exists; therefore, this Act shall take effect and be in force from and after its passage.

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### WYOMING.

Wyoming was admitted to the Union on July 11, 1890. Article 5 of the Constitution has the following provisions for the arbitration of labor disputes:

SECTION 28. The legislature shall establish courts of arbitration, whose duty it shall be to hear, and determine all differences, and controversies between organizations or associations of laborers, and their employers, which shall be submitted to them in such manner as the legislature may provide.

SECTION 30. Appeals from decisions of compulsory boards of arbitration shall be allowed to the supreme court of the state, and the manner of taking such appeals shall be prescribed by law.

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### MARYLAND.

**An Act to provide for the reference of disputes between employers and employees to arbitration.**

SECTION 1. *Be it enacted by the General Assembly of Maryland,* That whenever any controversy shall arise between any corporation incorporated by this State in which this State may be interested as a stockholder or creditor, and any persons in the employment or service of such corporation, which, in the opinion of the Board of Public Works, shall tend to impair the usefulness or prosperity of such corporation, the said Board of Public Works shall have power to demand and receive a statement of

the grounds of said controversy from the parties to the same ; and if, in their judgment, there shall be occasion so to do, they shall have the right to propose to the parties to said controversy, or to any of them, that the same shall be settled by arbitration ; and if the opposing parties to said controversy shall consent and agree to said arbitration, it shall be the duty of said Board of Public Works to provide in due form for the submission of the said controversy to arbitration, in such manner that the same may be finally settled and determined ; but if the said corporation or the said person in its employment or service, so engaged in controversy with the said corporation, shall refuse to submit to such arbitration, it shall be the duty of the said Board of Public Works to examine into and ascertain the cause of said controversy, and report the same to the next General Assembly.

SEC. 2. *And be it enacted*, That all subjects of dispute arising between corporations, and any person in their employment or service, and all subjects of dispute between employers and employees, employed by them in any trade or manufacture, may be settled and adjusted in the manner heretofore mentioned.

SEC. 3. *And be it further enacted*, That whenever such subjects of dispute shall arise as aforesaid, it shall be lawful for either party to the same to demand and have an arbitration or reference thereof in the manner following, that is to say : Where the party complaining and the party complained of shall come before, or agree by any writing under their hands, to abide by the determination of any judge or justice of the peace, it shall and may be lawful for such judge or justice of the peace to hear and finally determine in a summary manner the matter in dispute between such parties ; but if such parties shall not come before, or so agree to abide by the determination of such judge or justice of the peace, but shall agree to submit their said cause of dispute to arbitrators appointed under the provisions of this act, then it shall be lawful for any such judge or justice of the peace, and such judge or justice of the peace is hereby required, on complaint made before him, and proof that such agreement for arbitration has been entered into, to appoint arbitrators for settling the matters in dispute, and such judge or justice of the peace shall then and there propose not less than two nor more than four persons, one-half of whom shall be employers and the other half employees, acceptable to the parties to the dispute, respectively, who, together with such

judge or justice of the peace, shall have full power finally to hear and determine such dispute.

SEC. 4. *And be it further enacted*, That in all such cases of dispute as aforesaid, as in all other cases, if the parties mutually agree that the matter in dispute shall be arbitrated and determined in a different mode to the one hereby prescribed, such agreement shall be valid, and the award and determination thereon by either mode of arbitration shall be final and conclusive between the parties.

SEC. 5. *And be it further enacted*, That it shall be lawful in all cases for an employer or employee, by writing under his hand, to authorize any person to act for him in submitting to arbitration and attending the same.

SEC. 6. *And be it further enacted*, That every determination of dispute by any judge or justice of the peace shall be given as a judgment of the court over which said judge presides, and of the justice of the peace determining the same; and the said judge or justice of the peace shall award execution thereon as upon verdict, confession or nonsuit; and every award made by arbitrators appointed by any judge or justice of the peace under these provisions of this statute, shall be returned by said arbitrator to the judge or justice of the peace by whom they were appointed; and said judge or justice of the peace shall enter the same as an amicable action between the parties to the same in the court presided over by said judge or justice of the peace, with the same effect as if said action had been regularly commenced in said court by due process of law, and shall thereupon become a judgment of said court, and execution thereon shall be awarded as upon verdict, confession or nonsuit; in the manner provided in article seven of the Public General Laws of Maryland; and in all proceedings under this act, whether before a judge or justice of the peace, or arbitrators, costs shall be taxed as are now allowed by law in similar proceedings, and the same shall be paid equally by the parties to the dispute; such award shall remain four days in court during its sitting, after the return thereof, before any judgment shall be entered thereon; and if it shall appear to the court within that time that the same was obtained by fraud or malpractice in or by surprise, imposition or deception of the arbitrators, or without due notice to the parties or their attorneys, the court may set aside such award and refuse to give judgment thereon. [Approved April 1, 1878.]

## KANSAS.

**An Act to establish boards of arbitration, and defining their powers and duties.**

*Be it enacted by the Legislature of the State of Kansas :*

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have the power, and upon the presentation of a petition as hereinafter provided it shall be the duty, of said court or judge to issue a license or authority for the establishment within and for any county within the jurisdiction of said court, of a tribunal for voluntary arbitration and settlements of disputes between employers and employed in the manufacturing, mechanical, mining and other industries.

SEC. 2. The said petition shall be substantially in the form hereinafter given, and the petition shall be signed by at least five persons employed as workmen, or by two or more separate firms, individuals, or corporations within the county who are employers within the county: *Provided*, That at the time the petition is presented, the judge before whom said petition is presented may, upon motion, require testimony to be taken as to the representative character of said petitioners, and if it appears that the requisite number of said petitioners are not of the character they represent themselves to be, the establishment of the said tribunal may be denied, or he may make such other order in that behalf as shall to him seem fair to both sides.

SEC. 3. If the said petition shall be signed by the requisite number of either employers or workmen, and be in proper form, the judge shall forthwith cause to be issued a license, authorizing the existence of such a tribunal and containing the names of four persons to compose the tribunal, two of whom shall be workmen and two employers, all residents of said county, and fixing the time and place of the first meeting thereof; and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

SEC. 4. Said tribunal shall continue in existence for one year, from the date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, mining, or other industry, who may submit their disputes in writing to such tribunal for decision.



Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. Said court at the time of the issuance of said license shall appoint an umpire for said tribunal, who shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The umpire shall be called upon to act after disagreement is manifested in the tribunal by failure to agree during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same. And the award of said tribunal shall be final and conclusive upon the questions so submitted to it: *Provided*, That said award may be impeached for fraud, accident or mistake.

SEC. 5. The said tribunal when convened shall be organized by the selection of one of their number as chairman, and one as secretary, who shall be chosen by a majority of the members.

SEC. 6. The members of the tribunal and the umpire shall each receive as compensation for their services, out of the treasury of the county in which said dispute shall arise, two dollars for each day of actual service. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a suitable room for the use of said tribunal shall be provided by the county commissioners.

SEC. 7. All submissions of matters in dispute shall be made to the chairman of said tribunal, who shall file the same. The chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts necessary, material, and pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute. The umpire shall have power when necessary to administer oaths and examine witnesses, and examine and investigate books, documents and accounts pertaining to the matters submitted to him for decision.

SEC. 8. The said tribunal shall have power to make, ordain and enforce rules for the government of the body, when in session, to enable the business to be proceeded with in order, and to fix its sessions and adjournments; but such rules shall not



conflict with this statute nor with any of the provisions of the constitution and laws of the state: *Provided*, That the chairman of said tribunal may convene said tribunal in extra session at the earliest day possible, in cases of emergency.

SEC. 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal or a majority thereof, or by the parties submitting the same; and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon after hearing shall be final; and said umpire must make his award within five days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award of money, or the award of the tribunal, when it shall be for a specific sum, may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may on motion of anyone interested, enter judgment thereon; and when the award is for a specific sum of money may issue final and other process to enforce the same: *Provided*, That any such award may be impeached for fraud, accident, or mistake.

SEC. 10. The form of the petition praying for a tribunal under this act shall be as follows: —

To the District Court of                      County (or a judge thereof, as the case may be): The subscribers hereto being the number and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the manufacturing, mechanical, mining and other industries, pray that a license for a tribunal of voluntary arbitration may be issued, to be composed of four persons and an umpire, as provided by law.

SEC. 11. This act to be in force and take effect from and after its publication in the official state paper. [*Published February 25, 1886.*]

## IOWA.

**An Act to Authorize the Creation and to Provide for the Operation of Tribunals of Voluntary Arbitration to Adjust Industrial Disputes between Employers and Employed.**

*Be it enacted by the General Assembly of the State of Iowa:*

SECTION 1. That the district court of each county, or a judge thereof in vacation, shall have power, and upon the presentation of a petition, or of the agreement hereinafter named, it shall be the duty of said court, or a judge thereof in vacation, to issue in the form hereinafter named, a license or authority for the establishment within and for each county of tribunals for voluntary arbitration and settlement of disputes between employers and employed in the manufacturing, mechanical or mining industries.

SEC. 2. The said petition or agreement shall be substantially in the form hereinafter given, and the petition shall be signed by at least twenty persons employed as workmen, and by four or more separate firms, individuals, or corporations within the county, or by at least four employers, each of whom shall employ at least five workmen, or by the representative of a firm, corporation or individual employing not less than twenty men in their trade or industry; *provided*, that at the time the petition is presented, the judge before whom said petition is presented may, upon motion require testimony to be taken as to the representative character of said petitioners, and if it appears that said petitioners do not represent the will of a majority, or at least one-half of each party to the dispute, the license for the establishment of said tribunal may be denied, or may make such other order in this behalf as to him shall seem fair to both sides.

SEC. 3. If the said petition shall be signed by the requisite number of both employers and workmen, and be in proper form and contain the names of the persons to compose the tribunal, being an equal number of employers and workmen, the judge shall forthwith cause to be issued a license substantially in the form hereinafter given, authorizing the existence of such tribu-

nal and fixing the time and place of the first meeting thereof, and an entry of the license so granted shall be made upon the journal of the district court of the county in which the petition originated.

SEC. 4. Said tribunal shall continue in existence for one year from date of the license creating it, and may take jurisdiction of any dispute between employers and workmen in any mechanical, manufacturing, or mining industry, or business, who shall have petitioned for the tribunal, or have been represented in the petition therefor, or who may submit their disputes in writing to such tribunal for decision. Vacancies occurring in the membership of the tribunal shall be filled by the judge or court that licensed said tribunal, from three names, presented by the members of the tribunal remaining in that class, in which the vacancies occur. The removal of any member to an adjoining county, shall not cause a vacancy in either the tribunal or post of umpire. Disputes occurring in one county may be referred to a tribunal already existing in an adjoining county. The place of umpire in any of said tribunals and vacancies occurring in such place, shall only be filled by the mutual choice of the whole of the representatives, of both employers and workmen constituting the tribunal, immediately upon the organization of the same, and the umpire shall be called upon to act after disagreement is manifested in the tribunal by failure during three meetings held and full discussion had. His award shall be final and conclusive upon such matters only as are submitted to him in writing and signed by the whole of the members of the tribunal, or by parties submitting the same.

SEC. 5. The said tribunal shall consist of not less than two employers or their representatives, and two workmen or their representatives. The exact number which shall in each case constitute the tribunal, shall be inserted in the petition or agreement, and they shall be named in the license issued. The said tribunal, when convened shall be organized by the selection of one of their members as chairman and one as secretary, who shall be chosen by a majority of the members, or if such majority cannot be had after two votes, then by secret ballot, or by lot, as they prefer.

SEC. 6. The members of the tribunal shall receive no compensation for their services from the city or county, but the expenses of the tribunal, other than fuel, light and the use of the room and furniture, may be paid by voluntary subscription, which the tribunal is authorized to receive and expend for such purposes. The sessions of said tribunal shall be held at the county seat of the county where the petition for the same was presented, and a room in the court house or elsewhere for the use of said tribunal shall be provided by the county board of supervisors.

SEC. 7. When no umpire is acting, the chairman of the tribunal shall have power to administer oaths to all witnesses who may be produced, and a majority of said tribunal may provide for the examination and investigation of books, documents and accounts pertaining to the matters in hearing before the tribunal, and belonging to either party to the dispute; *provided*, that the tribunal may unanimously direct that instead of producing books, papers and accounts before the tribunal, an accountant agreed upon by the entire tribunal may be appointed to examine such books, papers and accounts, and such accountant shall be sworn to well and truly examine such books, documents and accounts, as may be presented to him, and to report the results of such examination in writing to said tribunal. Before such examination, the information desired and required by the tribunal shall be plainly stated in writing, and presented to said accountant, which statement shall be signed by the members of said tribunal, or by a majority of each class thereof. Attorneys at law or other agents of either party to the dispute, shall not be permitted to appear or take part in any of the proceedings of the tribunal, or before the umpire.

SEC. 8. When the umpire is acting he shall preside and he shall have all the power of the chairman of the tribunal, and his determination upon all questions of evidence, or other questions in conducting the inquiries there pending, shall be final. Committees of the tribunal consisting of an equal number of each class may be constituted to examine into any question in dispute between employers and workmen which may have been referred to said committee by the tribunal, and such committee may hear, and settle the same finally, when it can be done by a

unanimous vote; otherwise the same shall be reported to the full tribunal, and be there heard as if the question had not been referred. The said tribunal in connection with the said umpire shall have power to make or ordain and enforce rules for the government of the body when in session to enable the business to be proceeded with, in order, and to fix its sessions and adjournments, but such rules shall not conflict with this statute nor with any of the provisions of the constitution and laws of Iowa.

SEC. 9. Before the umpire shall proceed to act, the question or questions in dispute shall be plainly defined in writing and signed by the members of the tribunal, or a majority thereof of each class, or by the parties submitting the same, and such writing shall contain the submission of the decision thereof to the umpire by name, and shall provide that his decision thereon, after hearing shall be final. The umpire shall be sworn to impartially decide all questions that may be submitted to him during his term of office. The submission and his award may be made in the form hereinafter given, and said umpire must make his award within ten days from the time the question or questions in dispute are submitted to him. Said award shall be made to the tribunal; and if the award is for a specific sum of money, said award may be made a matter of record by filing a copy thereof in the district court of the county wherein the tribunal is in session. When so entered of record it shall be final and conclusive, and the proper court may, on motion of any one interested enter judgment thereon; and when the award is for a specific sum of money may issue final and other process to enforce the same.

SEC. 10. The form of the joint petition or agreement praying for a tribunal under this act shall be as follows:

To the District Court of ..... County (or to a judge thereof, as the case may be):

The subscribers hereto being the number, and having the qualifications required in this proceeding, being desirous of establishing a tribunal of voluntary arbitration for the settlement of disputes in the (here name the branch of industry), trade, and having agreed upon A, B, C, D, and E representing the employers, and G, H, I, J, and K representing the workmen, as members of said tribunal, who each



are qualified to act thereon, pray that a license for a tribunal in the \_\_\_\_\_ trade may be issued to said persons named above.

EMPLOYERS.	Names.	Residence.	Works.	Number employed.

EMPLOYEES.	Names.	Residence.	By whom employed.

SEC. 11. The license to be issued upon such petition may be as follows.

STATE OF IOWA }  
COUNTY } ss

Whereas, The joint petition, and agreement of four employers (or representatives of a firm or corporation or individual employing twenty men as the case may be), and twenty workmen have been presented to this court (or if to a judge in vacation so state) praying the creation of a tribunal, of voluntary arbitration for the settlement of disputes in the workman trade within this county and naming A, B, C, D, and E representing the employers, and G, H, I, J, and K representing the workmen. Now in pursuance of the statute for such case made, and provided said named persons are hereby licensed, and authorized to be, and exist as a tribunal of voluntary arbitration for the settlement of disputes between employers, and workmen for the period of one year from this date, and they shall meet, and organize on the \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_ at \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_

Clerk of the \_\_\_\_\_ District Court of \_\_\_\_\_ County.

SEC. 12. When it becomes necessary to submit a matter in controversy to the umpire it may be in form as follows :

We A, B, C, D, and E representing employers, and G, H, I, J, and K representing workmen composing a tribunal of voluntary arbitration hereby submit, and refer unto the umpirage of L (the umpire

of the tribunal of the.....trade) the following subject-matter, viz.: (Here state full, and clear the matter submitted), and we hereby agree that his decision and determination upon the same shall be binding upon us, and final, and conclusive upon the questions thus submitted, and we pledge ourselves to abide by, and carry out the decision of the umpire when made.

Witness our names this.....day of.....A.D.....

(Signatures).....

SEC. 13. The umpire shall make his award in writing to the tribunal, stating distinctly his decision on the subject-matter submitted, and when the award is for a specific sum of money, the umpire shall forward a copy of the same to the clerk of the proper court. [*Approved March 6, 1886.*]

## P E N N S Y L V A N I A .

**An Act to establish boards of arbitration to settle all questions of wages and other matters of variance between capital and labor.**

WHEREAS, The great industries of this Commonwealth are frequently suspended by strikes and lockouts resulting at times in criminal violation of the law and entailing upon the State vast expense to protect life and property and preserve the public peace:

*And, whereas,* No adequate means exist for the adjustment of these issues between capital and labor, employers and employés, upon an equitable basis where each party can meet together upon terms of equality to settle the rates of compensation for labor and establish rules and regulations for their branches of industry in harmony with law and a generous public sentiment: Therefore,

SECTION 1. *Be it enacted, &c.,* That whenever any differences arise between employers and employés in the mining, manufacturing or transportation industries of the Commonwealth which cannot be mutually settled to the satisfaction of a majority of all parties concerned, it shall be lawful for either party, or for both parties jointly, to make application to the

court of common pleas wherein the service is to be performed about which the dispute has arisen to appoint and constitute a board of arbitration to consider, arrange and settle all matters at variance between them which must be fully set forth in the application, such application to be in writing and signed and duly acknowledged before a proper officer by the representatives of the persons employed as workmen, or by the representatives of a firm, individual or corporation, or by both, if the application is made jointly by the parties; such applicants to be citizens of the United States, and the said application shall be filed with the record of all proceedings had in consequence thereof among the records of said court.

SECTION 2. That when the application duly authenticated has been presented to the court of common pleas, as aforesaid, it shall be lawful for said court, if in its judgment the said application allege matters of sufficient importance to warrant the intervention of a board of arbitrators in order to preserve the public peace, or promote the interests and harmony of labor and capital, to grant a rule on each of the parties to the alleged controversy, where the application is made jointly, to select three citizens of the county of good character and familiar with all matters in dispute to serve as members of the said board of arbitration which shall consist of nine members all citizens of this Commonwealth; as soon as the said members are appointed by the respective parties to the issue, the court shall proceed at once to fill the board by the selection of three persons from the citizens of the county of well-known character for probity and general intelligence, and not directly connected with the interests of either party to the dispute, one of whom shall be designated by the said judge as president of the board of arbitration.

Where but one party makes application for the appointment of such board of arbitration the court shall give notice by order of court to both parties in interest, requiring them each to appoint three persons as members of said board within ten days thereafter, and in case either party refuse or neglects to make such appointment the court shall thereupon fill the board by the selection of six persons who, with the three named by the other party in the controversy, shall constitute said board of arbitration.

The said court shall also appoint one of the members thereof secretary to the said board, who shall also have a vote and

the same powers as any other member, and shall also designate the time and place of meeting of the said board. They shall also place before them copies of all papers and minutes of proceedings to the case or cases submitted.

SECTION 3. That when the board of arbitrators has been thus appointed and constituted, and each member has been sworn or affirmed and the papers have been submitted to them, they shall first carefully consider the records before them and then determine the rules to govern their proceedings; they shall sit with closed doors until their organization is consummated after which their proceedings shall be public. The president of the board shall have full authority to preserve order at the sessions and may summon or appoint officers to assist and in all ballots he shall have a vote. It shall be lawful for him at the request of any two members of the board to send for persons, books and papers, and he shall have power to enforce their presence and to require them to testify in any matter before the board, and for any wilful failure to appear and testify before said board, when requested by the said board, the person or persons so offending shall be guilty of a misdemeanor, and on conviction thereof in the court of quarter sessions of the county where the offence is committed, shall be sentenced to pay a fine not exceeding five hundred dollars and imprisonment not exceeding thirty days, either or both, at the discretion of the court.

SECTION 4. That as soon as the board is organized the president shall announce that the sessions are opened and the variants may appear with their attorneys and counsel, if they so desire, and open their case, and in all proceedings the applicant shall stand as plaintiff, but when the application is jointly made, the employés shall stand as plaintiff in the case, each party in turn shall be allowed a full and impartial hearing and may examine experts and present models, drawings, statements and any proper matter bearing on the case, all of which shall be carefully considered by the said board in arriving at their conclusions, and the decision of the said board shall be final and conclusive of all matters brought before them for adjustment, and the said board of arbitration may adjourn from the place designated by the court for holding its sessions, when it deems it expedient to do so, to the place or places where the

dispute arises and hold sessions and personally examine the workings and matters at variance to assist their judgment.

SECTION 5. That the compensation of the members of the board of arbitration shall be as follows, to wit: each shall receive four dollars per diem and ten cents per mile both ways between their homes and the place of meeting by the nearest comfortable routes of travel to be paid out of the treasury of the county where the arbitration is held, and witnesses shall be allowed from the treasury of the said county the same fees now allowed by law for similar services.

SECTION 6. That the board of arbitrators shall duly execute their decision which shall be reached by a vote of a majority of all the members by having the names of those voting in the affirmative signed thereon and attested by the secretary, and their decisions, together with all the papers and minutes of their proceedings, shall be returned to and filed in the court aforesaid for safe keeping.

SECTION 7. All laws and parts of laws inconsistent with the provisions of this act be and the same are hereby repealed. *[Approved the 18th day of May, A.D. 1893.]*

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## TEXAS.

[CHAPTER 379.]

**An Act to provide for the amicable adjustment of grievances and disputes that may arise between employers or receiver and employes, and to authorize the creation of a board of arbitration; to provide for compensation of said board, and to provide penalties for the violation hereof.**

SECTION 1. *Be it enacted by the Legislature of the State of Texas:* That whenever any grievance or dispute of any nature, growing out of the relation of employer and employes, shall arise or exist between employer and employes, it shall be lawful upon mutual consent of all parties, to submit all matters respecting such grievance or dispute in writing to a board of arbitrators to hear, adjudicate, and determine the same. Said board shall consist of five (5) persons. When the employes concerned in such grievance or dispute as the aforesaid are members in good standing of any labor organization which is



represented by one or more delegates in a central body, the said central body shall have power to designate two (2) of said arbitrators, and the employer shall have the power to designate two (2) others of said arbitrators, and the said four arbitrators shall designate a fifth person as arbitrator, who shall be chairman of the board. In case the employes concerned in any such grievance or dispute as aforesaid are members in good standing of a labor organization which is not represented in a central body, then the organization of which they are members shall designate two members of said board, and said board shall be organized as hereinbefore provided; and in case the employes concerned in any such grievance or dispute as aforesaid are not members of any labor organization, then a majority of said employes, at a meeting duly held for that purpose, shall designate two arbitrators for said board, and said board shall be organized as hereinbefore provided: *Provided*, that when the two arbitrators selected by the respective parties to the controversy, the district judge of the district having jurisdiction of the subject matter shall, upon notice from either of said arbitrators that they have failed to agree upon the fifth arbitrator, appoint said fifth arbitrator.

SEC. 2. That any board as aforesaid selected may present a petition in writing to the district judge of the county where such grievance or dispute to be arbitrated may arise, signed by a majority of said board, setting forth in brief terms the facts showing their due and regular appointment, and the nature of the grievance or dispute between the parties to said arbitration, and praying the license or order of such judge establishing and approving of said board of arbitration. Upon the presentation of said petition it shall be the duty of said judge, if it appear that all requirements of this act have been complied with, to make an order establishing such board of arbitration and referring the matters in dispute to it for hearing, adjudication and determination. The said petition and order, or a copy thereof, shall be filed in the office of the district clerk of the county in which the arbitration is sought.

SEC. 3. That when a controversy involves and affects the interests of two or more classes or grades of employes belonging to different labor organizations, or of individuals who are not members of a labor organization, then the two arbitrators

selected by the employes shall be agreed upon and selected by the concurrent action of all such labor organizations, and a majority of such individuals who are not members of a labor organization.

SEC. 4. The submission shall be in writing, shall be signed by the employer or receiver and the labor organization representing the employes, or any laborer or laborers to be affected by such arbitration who may not belong to any labor organization, shall state the question to be decided, and shall contain appropriate provisions by which the respective parties shall stipulate as follows :

1. That pending the arbitration the existing status prior to any disagreement or strike shall not be changed.

2. That the award shall be filed in the office of the clerk of the district court of the county in which said board of arbitration is held, and shall be final and conclusive upon both parties, unless set aside for error of law, apparent on the record.

3. That the respective parties to the award will each faithfully execute the same, and that the same may be specifically enforced in equity so far as the powers of a court of equity permit.

4. That the employes dissatisfied with the award shall not by reason of such dissatisfaction quit the service of said employer or receiver before the expiration of thirty days, nor without giving said employer or receiver thirty days written notice of their intention so to quit.

5. That said award shall continue in force as between the parties thereto for the period of one year after the same shall go into practical operation, and no new arbitration upon the same subject between the same parties shall be had until the expiration of said one year.

SEC. 5. That the arbitrators so selected shall sign a consent to act as such and shall take and subscribe an oath before some officer authorized to administer the same to faithfully and impartially discharge his duties as such arbitrator, which consent and oath shall be immediately filed in the office of the clerk of the district court wherein such arbitrators are to act. When said board is ready for the transaction of business it shall select one of its members to act as secretary and the parties to the dispute shall receive notice of a time and place of hearing,

which shall be not more than ten days after such agreement to arbitrate has been filed.

SEC. 6. The chairman shall have power to administer oaths and to issue subpoenas for the production of books and papers and for the attendance of witnesses to the same extent that such power is possessed by the court of record or the judge thereof in this State. The board may make and enforce the rules for its government and transaction of the business before it and fix its sessions and adjournment, and shall herein examine such witnesses as may be brought before the board, and such other proof as may be given relative to the matter in dispute.

SEC. 7. That when said board shall have rendered its adjudication and determination its powers shall cease, unless there may be at the time in existence other similar grievances or disputes between the same class of persons mentioned in section 1, and in such case such persons may submit their differences to said board, which shall have power to act and adjudicate and determine the same as fully as if said board was originally created for the settlement of such difference or differences.

SEC. 8. That during the pendency of arbitration under this act it shall not be lawful for the employer or receiver party to such arbitration, nor his agent, to discharge the employes parties thereto, except for inefficiency, violation of law, or neglect of duty, or where reduction of force is necessary, nor for the organization representing such employes to order, nor for the employes to unite in, aid or abet strikes or boycotts against such employer or receiver.

SEC. 9. That each of the said board of arbitrators shall receive three dollars per day for every day in actual service, not to exceed ten (10) days, and traveling expenses not to exceed five cents per mile actually traveled in getting to or returning from the place where the board is in session. That the fees of witnesses of aforesaid board shall be fifty cents for each day's attendance and five cents per mile traveled by the nearest route to and returning from the place where attendance is required by the board. All subpoenas shall be signed by the secretary of the board and may be served by any person of full age authorized by the board to serve the same. That the fees and mileage of witnesses and the per diem and traveling expenses of said arbitrators shall be taxed as costs against either

or all of the parties to such arbitration, as the board of arbitrators may deem just, and shall constitute part of their award, and each of the parties to said arbitration shall, before the arbitration (arbitrators) proceed to consider the matters submitted to them, give a bond, with two or more good and sufficient sureties in an amount to be fixed by the board of arbitration, conditioned for the payment of all the expenses connected with the said arbitration.

SEC. 10. That the award shall be made in triplicate. One copy shall be filed in the district clerk's office, one copy shall be given to the employer or receiver, and one copy to the employes or their duly authorized representative. That the award being filed in the clerk's office of the district court, as herein before provided, shall go into practical operation and judgment shall be entered thereon accordingly at the expiration of ten days from such filing, unless within such ten days either party shall file exceptions thereto for matter of law apparent on the record, in which case said award shall go into practical operation and judgment rendered accordingly when such exceptions shall have been fully disposed of by either said district court or on appeal therefrom.

SEC. 11. At the expiration of ten days from the decision of the district court upon exceptions taken to said award as aforesaid, judgment shall be entered in accordance with said decision, unless during the said ten days either party shall appeal therefrom to the Court of Civil Appeals holding jurisdiction thereof. In such case only such portion of the record shall be transmitted to the appellate court as is necessary to the proper understanding and consideration of the questions of law presented by said exceptions and to be decided. The determination of said Court of Civil Appeals upon said questions shall be final, and being certified by the clerk of said Court of Civil Appeals, judgment pursuant thereto shall thereupon be entered by said district court. If exceptions to an award are finally sustained, judgment shall be entered setting aside the award; but in such case the parties may agree upon a judgment to be entered disposing of the subject matter of the controversy, which judgment, when entered, shall have the same force and effect as judgment entered upon an award.

SEC. 12. The near approach of the end of the session, and



the great number of bills requiring the attention of the Legislature, creates an imperative public necessity and an emergency that the constitutional rule requiring bills to be read in each house on three several days be suspended, and it is so suspended. [*Approved April 24, 1895.*]

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### MISSOURI.

**An Act to provide for a board of mediation and arbitration for the settlement of differences between employers and their employes.**

*Be it enacted by the General Assembly of the State of Missouri, as follows:*

SECTION 1. Upon information furnished by an employer of laborers, or by a committee of employes, or from any other reliable source, that a dispute has arisen between employers and employes, which dispute may result in a strike or lockout, the commissioner of labor statistics and inspection shall at once visit the place of dispute and seek to mediate between the parties, if, in his discretion it is necessary so to do.

SEC. 2. If a mediation can not be effected, the commissioner may at his discretion direct the formation of a board of arbitration, to be composed of two employers and two employes engaged in a similar occupation to the one in which the dispute exists, but who are not parties to the dispute, and the commissioner of labor statistics and inspection, who shall be president of the board.

SEC. 3. The board shall have power to summon and examine witnesses and hear the matter in dispute, and, within three days after the investigation, render a decision thereon, which shall be published, a copy of which shall be furnished each party in dispute, and shall be final, unless objections are made by either party within five days thereafter: Provided, that the only effect of the investigation herein provided for shall be to give the facts leading to such dispute to the public through an unbiased channel.

SEC. 4. In no case shall a board of arbitration be formed when work has been discontinued, either by action of the employer or the employes; should, however, a lockout or strike have occurred before the commissioner of labor statistics could



be notified, he may order the formation of a board of arbitration upon resumption of work.

SEC. 5. The board of arbitration shall appoint a clerk at each session of the board, who shall receive three dollars per day for his services, to be paid, upon approval by the commissioner of labor statistics, out of the fund appropriated for expenses of the bureau of labor statistics. [*Approved April 11, 1889.*

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### NORTH DAKOTA.

Chapter 46, of the Acts of 1890, defining the duties of the Commissioner of Agriculture and Labor, has the following: —

SECTION 7. If any difference shall arise between any corporation or person, employing twenty-five or more employes, and such employes, threatening to result, or resulting in a strike on the part of such employes, or a lockout on the part of such employer, it shall be the duty of the commissioner, when requested so to do by fifteen or more of said employes, or by the employers, to visit the place of such disturbance and diligently seek to mediate between such employer and employes.

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### NEBRASKA.

The law creating the Bureau of Labor and Industrial Statistics of the State of Nebraska, defines the duties of the chief officer as follows: —

SEC. 4. The duties of said commissioner shall be to collect, collate and publish statistics and facts relative to manufacturers, industrial classes, and material resources of the state, and especially to examine into the relations between labor and capital; the means of escape from fire and protection of life and health in factories and workshops, mines and other places of industries; the employment of illegal child labor; the exaction of unlawful hours of labor from any employee; the educational, sanitary, moral, and financial condition of laborers and artisans; the cost of food, fuel, clothing, and building material; the causes of strikes and lockouts, as well as kindred subjects and matters pertaining to the welfare of industrial interests and classes. [*Approved March 31, 1887.*